

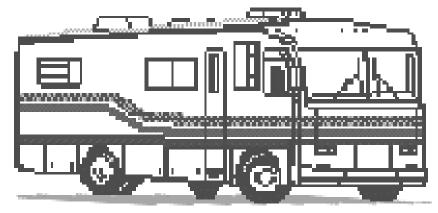
US Army Corps of Engineers

Mobile District









WINTER 2003-2004

PARK ATTENDANT CONTRACTORS (PACs)

REQUEST FOR QUOTATION

NOTE: Read this Solicitation in its entirety prior to submitting your bid. You are responsible for adhering to all applicable requirements as outlined herein.

DEPARTMENT OF THE ARMY

U S ARMY ENGINEER DISTRICT, MOBILE

http://www.sam.usace.army.mil

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AUTHORIZED FOR LOCAL REPRODUCTION

INSTRUCTIONS FOR SUBMITTAL OF BIDS

- 1. PLEASE IDENTIFY EACH PAGE OF THIS QUOTATION WITH YOUR NAME. THIS IS VERY IMPORTANT FOR IDENTIFICATION PURPOSES. A DAILY BID AMOUNT MUST BE ENTERED IN THE "UNIT PRICE" SPACE. MULTIPLY YOUR "UNIT PRICE" BY THE NUMBER OF DAYS TO OBTAIN THE "TOTAL AMOUNT". BIDS MUST BE IN WHOLE DOLLAR AMOUNTS. IMPORTANT: BIDS MUST ONLY BE ENTERED FOR EACH PARK ATTENDANT POSITION IN WHICH YOU ARE INTERESTED.
- 2. IMPORTANT: PLEASE BE SURE TO FILL IN AND RETURN YOUR CONTRACTOR DATA SHEET WHEN YOU SUBMIT YOUR BID(S).
- 3. PLEASE NOTE!! SURETY BONDS (ORIGINAL WITH SEAL) FOR PARK ATTENDANT CONTRACTORS (PACs) MUST BE ON FILE IN THIS OFFICE BEFORE COMMENCEMENT OF WORK. ADDITIONAL INFORMATION REGARDING BONDING IS ATTACHED.
- 4. BEFORE COMMENCEMENT OF WORK, ALL PARK ATTENDANT CONTRACTORS MUST PROVIDE A CERTIFICATE OF INSURANCE FOR AUTOMOBILE COVERAGE AS FOLLOWS:
 - COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

BODILY INJURY COVERAGE WITH MINIMUM LIMITS OF \$200,000.00 PER PERSON AND \$500,000.00 PER OCCURRENCE. PROPERTY DAMAGE COVERAGE WITH A MINIMUM LIMIT OF \$20,000.00 PER OCCURRENCE.

- 5. PLEASE REFER TO THE "SPECIFIC RECREATION AREA JOB DESCRIPTION SHEETS" FOR THE FOLLOWING INFORMATION:
 - A. DETAILS ON WORK HOURS AND DESCRIPTION OF DUTIES AND FACILITIES.
- B. LAST YEAR'S DAILY BID PRICE OR GOVERNMENT ESTIMATE FOR A PARTICULAR SITE.
- C. REQUIRED DOLLAR AMOUNT FOR THE DISHONESTY/FIDELITY BOND FOR EACH PARK.
 - D. NAME AND TELEPHONE NUMBER FOR A POINT OF CONTACT AT EACH PARK.

WINTER 2003-2004 PARK ATTENDANT INFORMATION FOR U.S. ARMY ENGINEER DISTRICT, MOBILE

The following information will apply for the 2003-2004 Winter Park Attendant Contractor Contracts. There will be a total of **17** contracts available for bid. They are as follows:

Alabama River Lake will have 0 Gate Attendant Positions.

Allatoona Lake will have 1 Park Gate Attendant Positions.

Bay Springs Lake will have **0** Park Gate Attendant Positions.

Black Warrior & Tombigbee Lake will have 8 Park Gate Attendant Positions.

Carters Lake will have **0** Park Gate Attendant Positions.

Lake Sidney Lanier will have 0 Park Gate Attendant Positions.

Lake Seminole will have 2 Park Gate Attendant Positions.

Okatibbee Lake will have **0** Park Gate Attendant Positions.

Tenn-Tom (Aliceville/Columbus) Waterway will have 0 Park Gate Attendant Positions.

Walter F. George will have 4 Park Gate Attendant Positions.

West Point Project will have 2 Park Gate Attendant Positions.

PLEASE NOTE: Due to budget constraints for the operation of Government parks, it is requested that your "Best Possible Price" be quoted. <u>Bids are due back into the Contracting Office by COB, Thursday, 7 August</u> 2003.

The solicitation includes various clauses, one General Specification, and individual "Specific Area Job Description Sheets" for each particular Park Gate Attendant Position. It is important that you review this information. In the "Specific Area Job Description Sheets" (these will be in your REQUEST FOR QUOTATION for that particular lake/site), you will find the name and telephone number of the individual to contact for that particular position for clarification of specifications, directions and locations of the park attendant positions, and to arrange for a tour of the parks. There is also information supplied on the "Specified Area Job Description Sheets" regarding the amount required for the Surety Bond for each particular Park Gate Attendant Position. Attached you will find information regarding Surety Bond Requirements and some suggested sources for obtaining this bond. Surety Bonds for Park Attendant Positions must be submitted to this office BEFORE COMMENCEMENT OF WORK.

PAGE 2 OF WINTER 2003-2004 PARK ATTENDANT CONTRACTOR INFORMATION

Please mail your bid package to: <u>U.S. Army Corps of Engineers, Mobile District, ATTN:</u> <u>Joseph Moody (CT-S), P.O. Box 2288, Mobile, AL 36628-0001</u>.

Please complete and return the "Contractor Data Information Sheet" and "Bid Schedule" (RFQ Line Items) where you will indicate your bid amount. Please return this along with the 1st Page of the "SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS" (STANDARD FORM 1449) on which BOTH Park Attendant Contractors (PACs) MUST sign in BLOCK 20. A bid must be entered for each Park Attendant Position in which you are interested. The amount per day that the Park Attendant Position went for on last year's contract or a "Government Estimate" will be indicated on the "Specific Recreation Area Job Description" for that particular position.

Last...but "Most Important"...you are strongly urged to provide a telephone number where you may be reached on the date of: 11 August 2003 for contract award. If attempts to reach you are unsuccessful, you may not receive a contract award for this Park Attendant Contractor (PACs) Cycle.

ADDENDUM SURETY BONDS FOR PARK GATE ATTENDANTS

- 1. Army regulations require contractors who collect fees to be fully bonded or insured to protect the Government against theft, misappropriation, or loss of Government funds under control of the contractors. The contractor is required to furnish to the contracting officer proof of such bond in the amount enumerated in the contract specifications. If no amount is specified, a minimum of \$3,000.00 bond will be required. (See attached list of Potential Bond Sources). THE CONTRACTOR CANNOT BEGIN WORK UNTIL PROOF OF SUCH A BOND IS FURNISHED.
- 2. Instead of furnishing a surety bond, the contractor has the following options:
- a. Depositing certain United States bonds or notes in an amount equal to their par to the penal sum of the bond; or
- b. Furnishing a certified or cashier's check, bank draft, post office money order, or currency, in the amount equal to the penal sum of the bond. Certified or cashier's checks, etc., shall be made payable to the Finance and Accounting Officer and mailed directly to the U.S. Army Corps of Engineers, ATTN: Joseph Moody, P.O. Box 2288, Mobile, AL 36628-0001. CERTIFIED MAIL IS RECOMMENDED.

NOTE: Return of Cash bonds may take up to **60 days** to process after CT-S is notified in writing by the field office. Therefore, it is essential that notification be provided immediately after the final payment is authorized.

POTENTIAL BOND SOURCES

NOTE: Please be warned that this list is extremely limited and is provided only as a courtesy listing of some of the companies that may offer Surety Bonds of the type required for park attendant contracts. Other potential sources might be found by consulting your local yellow pages under "Bonds - Surety". Another possible source is insurance companies and agencies. Be advised that the Corps of Engineers makes no warranties, explicit or implied as to the quality, reliability, and/or soundness of the companies on this list or services provided by them. It is the sole responsibility of individuals seeking bonds to establish the soundness of the company and/or services offered by them.

Insurance & Financial Mgmt Svc, Inc. P.O. Box 1604 Aiken, SC 29801 POC: George Peterson Ph. 803-648-2227

Surety Group 1900 Emory Street Atlanta, GA 30138 Ph: 404-352-8211

AAA Alabama Surety Brokers, Inc. 2 Office Park Circle Birmingham, AL Ph. 205-871-9399

Old Republic Surety Group 7610 Stemmons, Suite 400 Dallas, TX 75247 Ph. 214-634-1900

Williams Insurance Agency 34 Lafayette Square LaGrange, GA Ph. 706-882-5566 Galloway, Chandler, McKinney Insurance Co. P.O. Box 9670 Columbus, MS 39705 Phone: 662-328-0492

BDH Associate Inc 620 Hillcrest Rd, Suite 400 Lilburn, GA 30047 Ph: 770-564-2999

Ebert Agency, Inc. 222 W. Laurel Avenue Foley, AL 36536 Ph. 205-943-2281

Anwest Surety Insurance Company Tucker, GA Ph. 404-493-9902

CONTRACTOR DATA SHEET

COMPLETE AND RETURN WITH YOUR QUOTATION

CONTRACTOR: Name		AGE _	
SOCIAL SECURITY #:	HEALTH CONDIT	TION:	
PRESENT/FORMER (IF RETIRED) OCCUPATION:			
PARTNER: Name		AGE	
SOCIAL SECURITY #:	HEALTH CONDI	TION	
PRESENT/FORMER (IF RETIRED) OCCUPATION:			
PHONE NUMBER: ()			
CHILDREN AT HOME: NUMBER: AGES: _			
TYPE OF CAMPER TRAILER OR MOBILE HOME:			
NUMBER OF YEARS OF CAMPING EXPERIENCE	:		
EXPERIENCE AS PARK GATE ATTENDANTS (Con	tractor or Voluntee	er):	
In the event that I am awarded a contract, issue pure			
Independent Contractor Name:	(As listed in CCR)		
ADDRESS:(Street Address)	(City)	(State)	(Zip)
	E CODE		

MOBILE DISTRICT, U.S. ARMY CORPS OF ENGINEERS GENERAL PERFORMANCE SPECIFICATIONS FOR PARK ATTENDANT CONTRACTOR SERVICES

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MOBILE DISTRICT, U.S. ARMY CORPS OF ENGINEERS GENERAL PERFORMANCE SPECIFICATIONS FOR PARK ATTENDANT CONTRACTOR SERVICES

I. <u>GENERAL INFORMATION</u>: The independent contractor must be a two (2) person team, at least 21 years of age, who are **both** physically and mentally capable of performing the contractual responsibilities specified here and in the enclosed "<u>Specific Recreation Area Contract Performance Requirements</u>", for the duration of the contract, including required option periods (when applicable). The contractor may also be referred to as PAC's, Park Attendant(s), Attendant(s) or contractor(s), throughout these documents.

Note: At locations utilizing the National Recreation Reservation Service (NRRS)™ and/or AUPS (Automated User Permit System), potential <u>contractors must possess basic computer skills</u> (ability to operate pre-installed programs on a government-furnished computer, through the use of a keyboard and/or mouse). Park Office is a Windows™-based computer program used for registering campers, tracking fees and processing NRRS™ reservations. All contractors will be oriented to the applicable programs and associated equipment.

At the conclusion of orientation, potential contractors will be required to demonstrate their ability to proficiently operate required computer programs and credit card equipment, as applicable.

<u>CONTRACTS WILL NOT BE AWARDED TO POTENTIAL CONTRACTORS WHO ARE UNABLE TO DEMONSTRATE PROFICIENCY AS REQUIRED.</u>

Park Attendant Contractor services to be accomplished under this contract shall be in accordance with the provisions of these General Specifications and the enclosed Specific Recreation Area Contract Performance Requirements. Services include, but are not necessarily limited to, furnishing all labor, equipment, fuel, transportation, tools and supplies (except as otherwise noted herein as government furnished) necessary to provide the specified services for the duration of the contract period.

None of the services required by this contract shall be subcontracted, without the prior written permission of the Contracting Officer (COR).

Contractors are prohibited from unilaterally terminating, abandoning or prematurely ending any government contract still in effect in order to accept another government contract.

- **A.** <u>CONTRACTING OFFICER</u>: The term "Contracting Officer" (COR) means the person having authority to enter into, administer or terminate contracts and make related determinations and findings. Contracting Officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding interests of the United States in its contractual relationships.
- **B.** PERFORMANCE SCHEDULE & CONTRACTOR HOURS: Each team of contractors shall perform contractual duties according to the performance schedule and hours specified on the "Specific Recreation Area Contract Performance Requirements", for which they bid and are awarded. The Operations Manager or his/her representative has the authority to change scheduled performance days and hours as deemed necessary; however, only the Contracting Officer may amend the total number of required performance days per week and/or the amount of hours. The Operations Manager or his/her representative will give the Park Attendant Contractor at least a 24-hour notice of schedule changes initiated by his/her office; the Contracting Officer must amend the contract for permanent schedule changes. On scheduled

performance days, **both members** of the performing contractor team will be present within the park **at all times**, and the park attendant station (also referred to as a gatehouse) will be continuously staffed by at least one member of the team, during hours outlined on the Specific Recreation Area Contract Performance Requirements. During non-peak performance hours of scheduled days (see applicable Specific Recreation Area Contract Performance Requirements), the performing contractor team will be continuously present within, or in the immediate vicinity of, their designated contractor living quarters, and available to provide customer support as needed. Customer support includes, but is not limited to, summoning medical or other emergency assistance and opening gates to allow those claiming an emergency to leave and/or allow emergency vehicles into the park.

- C. <u>CONTRACTOR ORIENTATION</u>: All successful bidders must attend an orientation session prior to onsite performance of contractual responsibilities, as specified in the "Specific Recreation Area Contract Performance Requirements". Lunch is not provided. The session(s) will provide guidance on how to complete user permits and receipts, collect and account for user fees, operate applicable equipment and computer programs, process credit card transactions, reserve facilities (if applicable), record pertinent data, and effectively deal with customers. An overview of contractor responsibilities and policies outlined in the contract and the Project's Park Attendant Contractor Guide will be presented. **NOTE: At the conclusion of orientation, potential contractors will be required to demonstrate their ability to proficiently operate required computer programs and credit card equipment, as applicable. <u>CONTRACTS WILL NOT BE AWARDED TO POTENTIAL CONTRACTORS WHO ARE UNABLE TO DEMONSTRATE PROFICIENCY AS REQUIRED</u>.**
- D. PETS: Some of the recreation areas included in the requests for quotation do not allow pets; therefore, Park Attendant Contractors at such areas may be prohibited from having pets of any kind. No exceptions will be made, so it is important that you consult the "Specific Recreation Area Contract Performance Requirements" to determine each location's policy, prior to bidding. Where pets are allowed, they may be restricted to the interior of Park Attendant Contractor's living quarters. If allowed outside, pets shall be kept on a leash 6' or less in length, or otherwise physically restrained, at all times. The Operations Manager will have the option of approving portable cages or containers for temporary (daytime) outdoor confinement of pets. All pets shall be confined or restrained in a manner that will prevent physical contact with visitors that might come to the Park Attendant Contractor's living area or quarters for assistance. Pets shall not be allowed in or near the gatehouse (NO EXCEPTIONS). Park Attendant Contractors will be liable for any damage to government facilities, damage to park visitors' property, or personal injuries caused by their pets. PAC's will be responsible for daily cleanup of their pet's waste and disposing of the same in an approved, sanitary manner. Where pets are allowed, they will be kept clean, free of foul odors, and have all vaccinations as required by the state laws in effect at the park's location. Park Attendant Contractors are responsible for effectively controlling all pests or parasites associated with pets. Failure to comply with these provisions could result in termination of the contract.
- II. <u>CONTRACTOR GENERAL RESPONSIBILITES</u>: In addition to general contractual responsibilities stated herein, contractors are responsible for performance items detailed in "Specific Recreation Area Contract Performance Requirements". Bidders should review these carefully before submitting bids, as they contain information about park type(s), performance schedules and area-specific provisions. Okatibbee Lake also has special requirements for cleaning and maintenance of park facilities. Park Attendant Contractor general responsibilities include, but are not limited to: providing information and assistance to customers, conducting inspection tours of the park and its facilities, controlling visitor access to the park; opening and closing gates, monitoring visitor compliance with visitation and quiet hours, issuance of user permits, reserving sites and facilities, posting reservation signs, registration of campers and visitors if applicable, and collection and remittance of a

variety of user fees in accordance with the "Specific Recreation Area Contract Performance Requirements". All contractual provisions shall be performed to the satisfaction of the Contracting Officer or his/her authorized representative.

- A. <u>CUSTOMER ASSISTANCE AND PUBLIC INTERACTION</u>: The primary role of Park Attendant Contractors is to courteously assist visitors, and their secondary role is to tactfully and respectfully inform customers of the rules and regulations in an attempt to gain compliance. Park Attendant Contractors <u>are not</u> rule and regulation enforcement personnel and shall not argue with, threaten, or badger uncooperative visitors. Nor will Park Attendant Contractors attempt to detain or apprehend violators or conduct searches of people or personal property. Park Attendant Contractors shall perform their responsibilities with professionalism. Contractors will not use profanity in the presence of the public, project personnel, or other contractors.
- 1. Park Attendant Contractors must be able to interpret and comply with the rules and regulations. Contractor will become familiar with Title 36, CFR, Chapter III, Part 327, "Rules and Regulations Governing Public Use of Corps of Engineers Water Resource Projects," as well as, park-specific policies, rules and requirements. Park Attendant Contractors will promptly report to a Corps Park Ranger, all accidents, violations of law, disturbances, and situations that could affect the health and safety of visitors. Serious or life-threatening incidents and emergencies will *immediately* be reported to Corps personnel and/or local law enforcement. In the event Park Attendant Contractors are unable to contact a Park Ranger, they shall contact local law enforcement officers, and then report the incident to a Park Ranger as soon as possible. To the extent Park Attendant Contractors do not place themselves in danger, they should legally collect all information possible, such as tag numbers, descriptions of persons and possessions, names and addresses, witness statements, and any other pertinent information that may assist Rangers and/or law enforcement personnel. Other situations and incidents will be reported to Park Rangers as instructed in the Project Park Attendant Contractor Guide or orientation sessions. Rangers will handle each case on its own merits in accordance with professional training and discretion, and Park Attendant Contractors should not attempt to direct, manipulate, undermine, oppose or "second-guess" decisions made by Rangers.
- 2.a. Park Attendant Contractors shall greet customers in a friendly manner as they arrive at the park, and distribute information, such as pamphlets, brochures, maps, park rules and regulations, and project information, as needed or as directed by the Operations Manager. Park Attendant Contractors will assist visitors courteously and professionally, by locating facilities, sites, park features and local attractions. As they enter the park, customers will be informed of park hours, including applicable quiet hours and visitation hours. Customers will also be advised to utilize designated facilities only, including roadways, parking facilities and campsites, as applicable. When parking areas are full, customers will be directed to designated overflow parking, if available.
- b. Customers should also be made aware that if problems occur, they should contact you to forward the information to appropriate personnel. If customers remain past allowable times, Park Attendant Contractors will courteously ask them to depart, and if they refuse, report them to an on-duty Corps of Engineers Park Ranger.
- 3. Park Attendant Contractors will deliver messages to park users in accordance with Project policy. Emergency messages will be delivered to customers without undue delay. Park Attendant Contractors will immediately assist the public by summoning medical or emergency assistance when an emergency is observed or reported, and then contact a Park Ranger to report such incidents.
 - 4. Without exception, Park Attendant Contractors will immediately open park entrance gates for

those claiming a need to leave for emergency reasons, and/or for those users who demand to be let out of the park. Park Attendant Contractors will also open gates to allow emergency vehicles access to the park and customers. Park Attendant Contractors will open and close campground and day-use area gates as required by the applicable "Specific Recreation Area Contract Performance Requirements". They will also oversee picnic pavilions and multi-use courts, including turning power on or off and posting reservations for both pavilions and individual campsites, as applicable.

- 5. Park Attendant Contractors will maintain a logbook of park activities, including, but not limited to: accidents, incidents, emergencies, complaints, and problems. Park Attendant Contractors will maintain a written record of vehicles entering the park with Courtesy Passes, if applicable, and a separate record of other vehicles entering the park for other purposes (e.g. maintenance contractors, law enforcement personnel, utility workers, service vehicles, etc.). Records will be turned into project management personnel as instructed.
- 6. Park Attendant Contractors will not discriminate against customers on the basis of race, color, religion, sex, national origin, marital status, or disabilities.
- 7. During performance dates and hours, Park Attendant Contractors will remain within hearing distance of government-furnished communications equipment (except when responding to emergencies, if no portable units are provided). The gatehouse or entrance station will be locked whenever unattended.
- 8. Park Attendant Contractors will not carry firearms in their vehicles or on their persons at any time, nor will firearms be allowed in gatehouses or Park Attendant Contractor living quarters.
- **B.** FEE COLLECTION, ACCOUNTING, & PROCESSING: Park Attendant Contractors will maintain all records necessary for the administration of the user fee program. Depending on the "Specific Recreation Area Contract Performance Requirements", this may involve the utilization of a computerized registration and reservation program such as the Automated User Fee Program (AUPS), National Recreation Reservation Service/Park Office (NRRS)™, credit card scanners and printers, User Fee Permits (ENG Form 4457), Electronic Cash Registers, Cash Collection Vouchers (DD 1131), Remittance Registers (ENG 3313), rosters, campsite status boards, passes, etc. Consult applicable "Specific Recreation Area Contract Performance Requirements" for more detailed information. Guidance will be provided at contractor orientation sessions.
- 1. Park Attendant Contractors will collect a variety of user fees as specified in the applicable "Specific Recreation Area Contract Performance Requirements". Examples of user fees collected include those for campers, visitors, and day users. User fees collected will be properly secured. Cash on hand must at all times correspond with permit and related records. There will be no commingling of personal cash with fees collected by Park Attendant Contractors.
- 2. Park Attendant Contractors may be responsible for administering picnic pavilion reservations and campsite reservations. This may include coordinating with the NRM Site Management Office, taking reservations over the phone and/or computer through the use of the National Recreation Reservation System (Park Office computer program), posting reservations, collecting user fees from those users making reservations and issuing receipts to customers.
- 3. At locations participating in the National Recreation Reservation Service (NRRS)™, Park Attendant Contractors will operate the Park Office™ computerized reservation system. All Park Attendant Contractors may be required to operate credit card machinery, and/or Electronic Cash Registers. These

methods assist in the collection and tracking of recreation user fees and reservations using computers, electronic hardware and programs supplied by the government. Orientation to the AUPS Program, Park Office (NRRS)TM, credit card machines and cash registers will be provided, as applicable, prior to the start of the contract. At the conclusion of orientation, potential contractors will be required to demonstrate their ability to proficiently operate required computer programs and process credit card transactions. Contracts will not be awarded to potential contractors who are unable to demonstrate proficiency as required.

- 4. User fees and records will be subject to audit by government personnel at all times. Monies and credit card charges on hand must agree with permits sold. The responsible Park Attendant Contractor must reconcile all discrepancies. <u>Unjustifiable differences may result in contract termination for default.</u>
- 5. Park Attendant Contractors may be required to convert fees to a cashiers check or money order (made payable to NRRS; F&A Officer, Mobile District COE; or as otherwise officially specified) and mail converted fees and specified documentation to a Corps authorized account via certified mail. Alternately, Park Attendant Contractors may be required to deposit user fees directly into an approved U.S. Treasury Department account or submit funds to Project Ranger staff for remittance. In either case, the "Specific Recreation Area Contract Performance Requirements" should be consulted to determine if Park Attendant Contractors will be responsible for the cost of converting fees into a money order or cashier's check. Park Attendant Contractors will process all required documentation, such as cash collection vouchers, deposit slips and remittance registers (either AUPS or Park Office generated or manually completed) in accordance with Corps policies. Detailed fee processing procedures will be provided at orientation. Park Attendant Contractors will be responsible for the cost of envelopes and certified postage, as well as, preparation time, reproduction expenses, and transportation costs. If fee transportation to a bank or Project Office is required, the approximate round trip mileage will be stated in the "Specific Recreation Area Contract Performance Requirements". Compensation for these items must be included as a part of the potential contractor's bid price.
- 6. Contractors will take precautions to assure personal safety and security of fees, per guidance provided at the Park Attendant Contractor orientation and in the Park Attendant Contractor Guide. Where provided, an approved safe will be used by the Park Attendant Contractors to secure all user fees. Cash drawer funds should not exceed \$250 at any time. Transfer of fees to a bank, lock-box account, or to authorized project personnel (as stated on the applicable the "Specific Recreation Area Contract Performance Requirements") will be required no less than once a week or at any time cash on hand exceeds \$5,000.00, or at a lower threshold specified by the Operations Manager.
- 7. At authorized locations, Park Attendant Contractors will issue Annual Day User Passes, Golden Age/Golden Access Passports and Project Hunting Permits to eligible individuals, and complete documentation as outlined in Project Policies and the Park Attendant Contractor Guide.
- C. <u>CLEANING AND MAINTENANCE</u>: Park Attendant Contractors will maintain the park gatehouse and immediate surroundings in a clean, orderly and sanitary condition at all times. This shall include, but not be limited to, daily sweeping, dusting, washing windows, and properly disposing of trash. General maintenance of all shrubbery beds in the vicinity of the gatehouse will be part of this contract. NOTE: Okatibbee Lake requires additional cleaning, policing, garbage collection and disposal, and/or other specified general maintenance of park facilities and grounds, such as shower-houses, restrooms, picnic sites, shelters, and/or campsites. Consult the "Specific Recreation Area Contract Performance Requirements" to determine required performance responsibilities and equipment.

- **D.** <u>LIVING AREA</u>: Park Attendant Contractors will maintain their assigned motorhome/trailer site and adjacent living areas in a clean, clutter-free, sanitary condition at all times. No dog pens, horse corrals, poultry cages, or similar facilities for pets or raising of animals will be allowed, except as provided for in the subsection titled "Pets". No washers, dryers, or excessive personal items will be permitted outside the contractor's living quarters. Landscaping (garden and flowering plants) around contractors' assigned site <u>may</u> be allowed after prior approval of the Operations Manager.
- **E.** <u>SECURITY OF PERSONAL PROPERTY</u>: Security of Park Attendant Contractor's living quarters and all personal property shall remain the contractor's responsibility throughout the duration of the contract. The Government accepts no responsibility or liability for damage to, or theft of, Park Attendant Contractor's property.
- **F.** <u>LOST AND FOUND</u>: Reports of lost items, and items turned in as found, will be forwarded to a Park Ranger, who will handle in accordance with Title 36 provisions.
- G. COOPERATION WITH OTHERS: Park Attendant Contractors will cooperate with other Park Attendant Contractors, Park Host Volunteers, Corps of Engineers employees, Government contractors and law enforcement personnel. Park Attendant Contractors will allow Corps employees and Government contractors to utilize communication facilities furnished by the government for official business. Government contractors will be allowed to enter the park to perform their duties. Park Attendant Contractors shall maintain a congenial relationship with each other, including verbal and written communications as necessary to comply with the terms of the contract. Park Attendant Contractors shall not direct the performance of another contractor. If the performance of another contractor is questionable, the Project Office should be contacted.

III. CONTRACTOR-FURNISHED EQUIPMENT AND PROVISIONS:

- A. TEMPORARY LIVING QUARTERS: The contractor shall furnish a factory-built, "self-contained" recreational vehicle (RV) of the travel trailer or motorhome type to serve as temporary living quarters for the duration of the contract. The unit shall be equipped with electrical hookup not to exceed 110 volts, and will be at least 18 feet in length. Maximum size of the trailer or motorhome will be determined by physical limitations of the site furnished. The trailer or motorhome shall be parked near the entrance to the park at a location to be designated by the Operations Manager or his/her representative. Pickup shell-type campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, converted buses, or other RV's which do not meet size requirements or the "self-contained" classification as determined by inspection of the Operations Manager or his/her representative, will not be acceptable. NOTE: The contractor team shall be the sole occupants of their site other family members and friends will not live with the contractor.
- B. PARK ATTENDANT CONTRACTOR TRANSPORTATION: Park Attendant Contractors shall provide and maintain a fully operational vehicle, which can be utilized independently of their RV, for purposes of personal or contract-related transportation. All motor vehicles, including motor bikes and similar vehicles used by Park Attendant Contractors, shall be properly licensed, "street legal", comply with all applicable state laws, and shall be operated in a safe and legal manner. Minimum liability insurance must be carried, as required by the state law where the contract is performed or as otherwise specified in contract clauses. The insurance must be effective throughout the contract period.
- C. <u>VISITORS OF PARK ATTENDANT CONTRACTORS</u>: Overnight visitors of Park Attendant Contractors must stay in the contractor's living quarters otherwise, they must pay the regular camping

fee and occupy the site for which they are registered. No visitors will be allowed to access Park Attendant Contractors hook-ups at any time or park additional recreational vehicles at or near the PAC's designated area. Operations Managers and their authorized representatives may limit the number of visitors and length of stays. Visitors will not be allowed in the vicinity of the gatehouse, except when they are registering or paying fees, and will receive no preferential treatment regarding fees, site assignments or Corps and Project policies.

- D. <u>CONTRACTOR APPEARANCE</u>: While on duty, Park Attendant Contractors shall dress neatly, in properly fitting, clean clothing, in an acceptable condition (no holes, patches, or signs of "wear" such as fading, missing buttons, broken zippers, stains, or fraying). Bermuda-style shorts or knickers may be allowed, but excessively short and/or tight pants and skirts, swimwear, undershirts, tank tops, halter tops, cutoff shirts, sandals, thongs and similar attire will not be allowed. The only cap or hat to be worn while on duty will be provided by the Operations Manager's Office. Park Attendant Contractors shall promote a professional image through their personal appearance and actions. Some projects may require Park Attendant Contractors to purchase uniforms at their own expense and to wear them while on duty. Uniforms should not be purchased prior to orientation. Consult the "Specific Recreation Area Contract Performance Requirements" to determine uniform or dress code policies.
- **E. INSURANCE:** In addition to automobile liability insurance required in Section III.B., in contract clauses and applicable specific recreation area requirements, Park Attendant Contractors are responsible for obtaining and paying for any other insurance desired, including but not limited to, medical, general liability and comprehensive property.
- **F.** <u>OTHER REQUIRED EQUIPMENT/SUPPLIES</u>: In addition to the aforementioned, Park Attendant Contractors shall furnish any other equipment and/or supplies as specified in the applicable specific recreation area contract requirements.

IV. GOVERNMENT-FURNISHED EQUIPMENT AND PROVISIONS:

- **A.** PARK ATTENDANT CONTRACTOR SITE: The Government will furnish an approved site for a factory-built, self-contained trailer or motorhome with electrical (110 volts), water and sewage hookups, free of charge. Occupancy of this site is limited to Park Attendant Contractor's camping unit and personal vehicles only. Park Attendant Contractors may be required to obtain an off-premise postal box, at their own expense.
- **B.** GATEHOUSE/ENTRANCE STATION: Unless otherwise specified, gatehouse entrance stations will be shared between two sets of Park Attendant Contractor teams on alternate performance schedules. Only those persons under contract as Park Attendant Contractors (on scheduled performance days), and properly identified and authorized Corps employees, are permitted inside the non-public portion of the gatehouse. Customers, visitors and contractor's guests (including family members) will only be allowed in the public area of gatehouses. Some gatehouses do not have indoor public areas. Pets are prohibited in or adjacent to gatehouses, even in locations where contractors are allowed to have them at their living quarters (see section titled "Pets"). **Smoking is not permitted inside gatehouses/entrance stations.** At the Operations Manager's option, Park Attendant Contractors on duty may be allowed to smoke in designated areas adjacent to the gatehouse provided cigarettes/cigar ashes and butts are properly disposed. Contractor's crafts and other personal activities/hobbies shall be restricted to PAC's living quarters and will be kept out of the gatehouse unless prior approval has been given by project management personnel. Contractor will not solicit, advertise, sell or offer to sell any unauthorized goods or services to campers or visitors on public property (CFR Title 36, Section 327.18).

- C. <u>COMMUNICATION EQUIPMENT</u>: Sufficient communications equipment, including portable radios and telephone equipment, will be provided by the Government, as appropriate. Government provided radios/telephones will be used for official business only, and/or to summon emergency assistance for customers. All use of such equipment shall be in compliance with FCC and Corps regulations and instructions.
- **D.** <u>GATEHOUSE SUPPLIES, FORMS & BROCHURES</u>: User fee permits, documentation forms, rosters, note paper, pens, computer hardware, software, cash registers, and handout materials such as maps, brochures, information pamphlets, copies of Title 36 CFR, park rules and regulations and other informational materials will be provided by the Government, as deemed necessary by the Operations Manager or their authorized representative.
- **E.** <u>CONTRACTOR IDENTIFICATION</u>: The Government will furnish contractor identification tags, patches and ball caps.
- **F.** <u>KEYS</u>: The contractor will be provided keys for operation of the park. In the event keys are lost, the contractor may be held responsible for all costs incurred for the replacement and re-keying of any affected facility.
- **G.** <u>CLEANING SUPPLIES AS SPECIFIED</u>: Cleaning supplies will be provided by the Government as stated in the applicable specific recreation area contract requirements.
- V. <u>PAYMENT FOR PERFORMANCE</u>: Payment will normally be made for actual performance up to the maximum number of days noted on Request For Quotation on which the contract is based. <u>Payments will be made by Electronic Funds Transfer (EFT)</u>, see 52.212-5(b) for the appropriate EFT clause.
- A. MONTHLY PAYMENT VOUCHERS: Payment vouchers will be processed once monthly for each day of actual performance at the applicable contract unit price. Payment vouchers will be submitted for review and payment monthly, as instructed at Park Attendant Contractor orientation sessions, and if complete and accurate, contractual payment will be made within the timeframe allowed by federal law (currently 30 days after receipt of a properly completed invoice). Blank invoice forms will be provided for the contractor's use. Postage, envelope and reproduction costs are to be borne by the contractor. NOTE: Contractor may perform approximately 60 days before receiving first contractual payment.
- B. <u>NON-PERFORMANCE</u>: No payment will be made for hours/days contractor failed to perform contractual responsibilities. The Operations Manager or his/her authorized representative should be contacted and given as much advance notice as possible when absences are anticipated. Short periods of absence may be approved on an individual basis, depending on need and contractual demands. **No payment will be made for days of non-performance**, including those due to contractor illness or personal matters.
- **C. <u>FINAL CONTRACT PAYMENTS</u>:** Final payment voucher will not be presented to the contractor until all funds and permits are reconciled. Any shortage of funds may be deducted from the contractor's final payment. Proper handling of and accounting for funds is a condition of performance of this contract. The contractor is responsible for user fee permits, collected monies, and equipment issued by the Government. The contractor may be held liable for any losses, including any equipment issued by the Government that is lost or damaged due to negligence.

VI. PARK ATTENDANT CONTRACTOR PERFORMANCE AND EVALUATION:

A. <u>NOTIFICATION OF DEFICIENCIES</u>: Park Attendant Contractors shall be notified verbally

and/or in writing of any serious or recurring minor deficiency in service observed by the Contracting Officer or his/her authorized representative. Verbal notification will be documented in a memorandum for record .

- **B.** <u>DOCUMENTATION OF DEFICIENCIES</u>: Written notifications and memoranda for record shall be prepared in triplicate by the Contracting Officer or his/her authorized representative. The original will become a part of the Park Attendant Contractor's permanent file at the Operations Manager's Office, a copy will be issued to the Park Attendant Contractor, and a copy will be forwarded to the Contracting Officer at the Corps of Engineers Mobile District Office.
- C. <u>CORRECTION OF CONTRACT DEFICIENCIES</u>: Upon receipt of notification of deficiency in service, Park Attendant Contractors will immediately correct deficiencies and/or take steps to prevent recurrence of the deficiency.
- **D.** <u>DEFICIENCIES OF SERVICE</u>: This contract may be terminated by the Contracting Officer upon receipt of any "Notification of Contract Deficiency". Termination will be based on the seriousness of the deficiency.
- **E. EVALUATION OF PERFORMANCE:** All contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract. Performance criteria will be distributed to contractors at the orientation sessions.

VII. <u>TERMINATION</u>:

- A. Failure of the contractor to provide items in full and to provide complete services listed in the contract specifications and applicable specific recreation area contract requirements may be grounds for termination. Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the contractor's standing for future contracts with the Corps of Engineers.
- B. Contractors may be terminated if the Government determines Park Attendant Contractor Services are no longer needed due to unforeseen closures of a park or its major facilities (e.g., beaches, boat ramps, restrooms, campgrounds, etc.). Unforeseen closures would include those resulting from droughts, floods, storm damage, infrastructure failure and previously unknown safety hazards.
- C. Inappropriate conduct or unacceptable actions of Park Attendant Contractors may be grounds for termination of the contract. Examples of actions meriting termination include, but are not limited to:
- 1. Theft, misappropriation, personal use, and/or improper security and accountability of user fees or government services, property, equipment, facilities and/or supplies.
- 2. Consumption of alcoholic beverages and/or intoxication while on duty, and/or possession or use of illicit drugs at any time.
- 3. Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against, or in the presence of customers, Corps personnel, or other contractors.
- 4. Recurring written or verbal complaints from visitors or project personnel concerning Attendant's attitude or lack of cooperation in performance of contractual responsibilities.
- 5. Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or the contractor (non-public) area of gatehouses/entrance stations.

- 6. Inability to perform contractual responsibilities in accordance with the General Specifications, Specific Recreation Contractor Performance Requirments and Project Park Attendant Contractor Guides.
 - 7. Violations of public health and safety, including smoking in the gatehouse.
 - 8. Failure to maintain a clean and well-groomed personal appearance.

VIII. ADDITIONAL REQUIREMENTS & INFORMATION:

- **A.** GOVERNMENT PROPERTY/CHECK-OUT: At the beginning of the contract period, Park Attendants will sign for accountable government property. All Government property must remain in designated areas of the recreation area and be returned upon official request or upon conclusion of the contract.
- B. <u>CENTRAL CONTRACTOR REGISTRATION (CCR)</u>: The contractor is required to furnish to the Contracting Officer a Commercial and Government Entity (CAGE) code prior to award, see contract clause **252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION** for further instruction. The following information relative to this contract is required for successful registration: <u>North American Industry Classification System (NAICS Codes)</u>: 721211 RV (Recreational Vehicle) Parks and Campgrounds and/or <u>Standard Industrial Codes (SIC codes)</u>: 7033 Trailer Parks and Campsites.
- **C. <u>BONDS</u>:** Army regulations require contractors who collect fees to be fully bonded or insured to protect the government against theft, misappropriation, or loss of Government funds and/or property under control of the contractors. The contractor is required to furnish to the Contracting Officer proof of such a bond in the amount enumerated in specific recreation area performance requirements. If no amount is specified, a minimum \$3,000.00 bond will be required. The contractor shall not begin performance until proof of such a bond is furnished.
 - 1. Instead of furnishing a surety bond, the contractor has the following options:
- (a) Depositing certain United States bonds or notes in an amount equal at their par value to the penal sum of the bond or:
- (b) Furnishing a certified or cashier's check, bank draft, post office money order, or currency, in an amount equal to the penal sum of the bond.
- 2. Deposits, cashier's checks, money orders, and bank drafts submitted in lieu of bonds shall be made payable to the Finance and Accounting Officer and mailed directly to: U.S. Army Corps of Engineers, CESAM-CT-S, Attn: Joe Moody, P. O. Box 2288 Mobile, AL 36628-0001. CERTIFIED MAIL IS RECOMMENDED.
- **NOTE:** Return of cash bonds may take up to 60 days to process after CT-S is notified by field offices, therefore, it is essential upon completion of your contract, if you have a cash bond, that you provide the Project Manager's Office with an address where you want this bond returned. The Government will accept only cash or readily marketable assets from a federally insured financial institution to satisfy the bond obligations if bonds are not obtained.
- **D. QUESTIONS AND ANSWERS**: All interested bidders should contact the prospective Project Office(s), at the numbers listed in the specific recreation area requirements to arrange for a tour of the

park(s) or for additional information. Prior to submitting bids, interested parties are urged to inspect prospective contract locations to become familiar with onsite conditions and related contractual responsibilities.

SPECIFIC RECREATION AREA CONTRACT PERFORMANCE REQUIREMENTS

MCKINNEY CAMPGROUND

INDEPENDENT PARK ATTENDANT CONTRACTOR

ALLATOONA LAKE

I. **NUMBER OF CONTRACT POSITION(S):** This Specific Recreation Area Job Description Sheet is for one (1) Park Attendant Contract at McKinney Campground.

*NOTE: This contract does not involve option periods.

RFQ LINE ITEM REFERENCE #

0001 PARK ATTENDANT CONTRACTOR

McKinney Campground

Contract Dates: <u>15 OCT 03 - 19 MAR 04</u>

Total number of performance days: 155 (includes 3 orientation days and 1 debriefing day)

Government's estimated daily bid price: \$50

II. PARK DESCRIPTION: McKinney Campground is located approximately 7 miles from Acworth, GA. The approximate mileage for one round-trip tour of this park is <u>5.0</u> miles. During the period 15 Oct 03 through 30 Nov 03 and the period 01 Mar 04 through 19 Mar 04, the park will have <u>150 campsites</u> open. During the period 01 Dec 03 through 29 Feb 04, park will have <u>73 campsites</u> open.

III. PERFORMANCE SCHEDULE & CONTRACTOR HOURS: During the period 15 Oct 03 through 19 Mar 04, Park Attendant Contractor Team will work a seven (7) day week (Sun-Sat) including Federal Holidays (see attached calendar). On scheduled performance dates, both members of the Park Attendant Contractor Team are required to monitor the park and maintain a 24-hour presence within it.

- a. During the contract period, one member of the Park Attendant Contractor Team is required to open the gates at 7 a.m. and close them at 9 p.m. local time.
- b. During the periods 15 Oct 03 through 30 Nov 03 and 01 Mar 04 through 19 Mar 04, at least one member of the Park Attendant Contractor Team is required to be physically present within the gatehouse to perform contractual duties according to the following performance schedule:

Monday through Thursday: 7 a.m. - 8 a.m. and 2:30 p.m. - 9 p.m. Friday, Saturday and Sunday: 7 a.m. - 9 p.m.

- c. During the period 01 Dec 03 through 29 Feb 04, at least one member of the Park Attendant Contractor Team is required to be physically present within the gatehouse to perform contractual duties: Monday through Sunday, 7 a.m. 8 a.m. and 3 p.m. 9 p.m.
- **IV. CONTRACTOR ORIENTATION**: The Park Attendant Contractor Team is required to attend orientation at the Operations Manager's Office in Cartersville <u>October 15 17, 2003</u>, beginning at 8 a.m. each day. Debriefing will be at the Operations Manager's Office in Cartersville at 9:30 a.m. <u>March 19, 2004</u>. Orientation and debriefing days are part of the contract performance period.

V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and

requirements are in addition to those stated in the Mobile District General Specifications for Park Attendant Services.) <u>It is important to read and understand both the General Specifications and the Area Specific Scope(s) of Work prior to submitting your bid(s).</u>

- A. APPROVED USER FEE COLLECTION & PROCESSING: Both members of the Park Attendant Contractor Team will be responsible for learning and operating the NRRS (National Recreation Reservation Service) computer program known as Park Office (a Windows-based program utilizing a mouse) to register campers and visitors and collect user fees. An orientation session will be provided; however, computer literacy is required. Park Attendant Contractors will be required to purchase cashier's checks or money orders any time that cash exceeds \$5,000. Cashier's checks or money orders must be purchased at least ONCE WEEKLY regardless of amount of cash. Detailed procedures will be provided at orientation. Park Attendant Contractors will submit bills for collections, cashiers checks and/or money orders, and camper's personal checks using certified mail to a lock box. The average cost of mailing these items certified is approximately \$7.00. The Park Attendant Contractors will be responsible for the fee for the cashier's checks or money orders, envelopes, transportation to and from the bank and certified postage. Approximate round-trip mileage to Post Office from this park is 16 miles.
- **B. PARK INSPECTIONS**: Park Attendant Contractors will furnish sufficient transportation with which they will make an inspection of the entire facility every three (3) hours. The last inspection tour will be between 8 p.m. and 9 p.m. During this inspection, the Park Attendant Contractor will advise visitors of the 9 p.m. checkout. Total mileage for one inspection tour is approximately **5.0 miles**.
- C. CLOSING/OPENING GATES AND FACILITIES: During the contract period one member of the Park Attendant Contractor Team is required to open the gates at 7 a.m. and close them at 9 p.m. local time. WITHOUT EXCEPTION, Park Attendant Contractors will immediately open gates for those claiming a need to leave for emergency reasons, and/or for those users who demand to be let out of the park, or as directed by Corps personnel. Park Attendant Contractors will also immediately open gates to allow emergency vehicles access to the park and customers.
 - D. CLEANING AND MAINTENANCE: Not required.
 - **E. PET POLICY**: <u>Two pet limit</u> for park attendant contractors and campers. Refer to conditions listed in General Specs under Pets.
- **F. DRESS CODE OR UNIFORM POLICY**: Park Attendant Contractors are required to wear a **White, collared shirt (long or short sleeve), solid color slacks, or working shorts. (No jeans or sweat pants).** Dress should be appropriate, neat, clean, yet casual fashion at all times when on duty. KNEE-LENGTH SHORTS, SKORTS, AND SKIRTS ONLY are permissible.
- G. OTHER SPECIAL CONDITIONS/REQUIREMENTS: The Bond for this campground is \$5000. Refer to other information regarding bonds in General Specs under BONDS.
- VI. ADDITIONAL INFORMATION: All bidders should contact Linda Hartsfield, Park Ranger/Park Attendant Contractor Coordinator (678) 721-6726 to arrange for a tour of the park and explanation of the contract performance requirements. Prospective contractors are urged to inspect the area before they submit a bid price in order to become familiar with the size of the area and the contract performance requirements and duties.

ALLATOONA LAKE

RFQ LINE ITEM#		DAYS	UNIT PRICE (daily rate)	TOTAL PRICE (even amounts)
0001	Contract Park Attendant McKinney Campground Oct 15, 03 – Mar 19, 04	<u>155</u>		

SPECIFIC PARK SHEET FOR

FORKLAND PARK ATTENDANT A & B BLACK WARRIOR & TOMBIGBEE LAKES – DEMOPOLIS

I. NUMBER OF CONTRACT POSITIONS: This Specific Recreation Area Contract Performance Requirements is for two (2) separate Park Attendant Contractors at Forkland Park Campground, consisting of two persons each team. PAC Team "A" and PAC Team "B" will perform a rotating 4 days on and 4 days off schedule.

*NOTE: These contracts do not involve option periods.

RFQ LINE ITEM REFERENCE

0001 PARK ATTENDANT CONTRACTORS SCHEDULE "A"

Forkland Park Campground, Demopolis Lake

Contract dates: 01 OCT 2003 - 01 MAR 2004

Total number of performance days: 77 (includes orientation/training days)

Average daily bid price: \$57.00

0002 PARK ATTENDANT CONTRACTORS SCHEDULE "B"

Forkland Park Campground, Demopolis Lake

Contract dates: 1 OCT 2003 - 04 MAR 2004

Total number of performance days: 77 (includes orientation/training days)

Average daily bid price: \$57.00

NOTE: A separate bid must be submitted for each contract you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request for Quotation (SF 1449). Job duties, responsibilities and other terms and conditions listed in this specific park sheet are the same for each contract except for the work schedule, which is shown on the attached calendar(s).

II. PARK DESCRIPTION:

Forkland Park has 42 campsites. The campground contains a shower building with laundry facilities, restroom building, group picnic shelter and dump station. The adjoining day use area provides a boat ramp and courtesy dock and restroom facilities. The park is located at Forkland, Alabama, ten miles north of Demopolis (population 8,000). The park is one mile off Hwy 43. This County road is presently unpaved, but plans have been made for paving to be completed during the next year.

III. HOURS OF WORK:

A. Shift begins: 6:00 A.M. B. Shift Ends: 10:00 P.M.

- C. After orientation, Park Attendant Contractors will perform a rotating four (4) days on, four (4) days off schedule which will include weekends and Federal Holidays.
- D. A minimum of one (1) Attendant will maintain a maximum of sixteen (16) hours actual on-duty time in the gatehouse from 6:00 A.M. until 10:00 P.M., depending upon visitation and use as deemed by the Resource Manager or his/her representatives. Also, see section below: "OPENING/CLOSING GATES AND FACILITIES."

- **IV. ORIENTATION:** Orientation will be held at the Demopolis Site Office in Demopolis for Attendants "A" and "B" on <u>01 OCT- 02 OCT</u> from 9:00 A.M. to 3:00 P.M., orientation days are part of your contract period.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Mobile District General Specifications for Park Attendant Contractors Services. It is important to read and understand both the General Specifications and the Specific Park Sheet prior to submitting your bids.
- A. APPROVED USER FEE COLLECTION AND PROCESSING: Park attendants will be responsible for learning and operating the NRRS (National Recreation Reservation Service) computer program known as Park Office and credit card machines to register campers and visitors and collect user fees. Even though brief computer training will be provided, computer literacy is required. NOTE: Park Office is a Windows-based program, which utilizes a mouse for computer operations. Park attendants will be required to purchase cashier's checks or money orders any time cash exceeds \$500 or a maximum of once each day. However, cashier's checks or money orders must be purchased at least ONCE WEEKLY regardless of amount of cash. Detailed procedures will be provided at orientation. PARK ATTENDANT CONTRACTORS MAY BE REQUIRED TO GO TO BANK ON AN OFF-DAY. The park attendant will be responsible for the fee transportation to and from the bank. Approximate round-trip mileage to bank from this park is eight (8) miles.
- B. PARK INSPECTIONS: Park attendant contractors will furnish sufficient transportation to, and will make an inspection of the entire area and facilities every four (4) hours. The last inspection tour will be between 9:00 P.M. and 10:00 P.M. During this inspection, the park attendant contractors will advise visitors of the 10:00 P.M. gate closure. Additional guidance will be given during orientation.
- C. CLOSING/OPENING GATES AND FACILITIES: During their duty shift, attendants will open gate each morning at 6:00 A.M. and gate will be closed and locked at 10:00 P.M. WITHOUT EXCEPTION, attendants will immediately open gates for those claiming a need to leave for emergency reasons, and/or for those users who demand to be let out of the park, or as directed by Corps personnel. Park attendant contractors will also open gates to allow emergency vehicles access to the park and customers.
 - D. PARK CLEANING AND MAINTENANCE: NOT REQUIRED.
 - E. PET POLICY: Pets will be allowed. Refer to conditions listed in General Specs under "Pets."
- F. DRESS CODE OR UNIFORM POLICY: Attendants are required to dress in an appropriate, neat, clean, yet casual fashion at all times when on duty. SHORTS AND SKIRTS MUST BE AT LEAST KNEE-LENGTH. Identification name badges and baseball type caps with park attendant patches will be issued to attendants. Name badges will be worn at all times while on duty; however, wearing the baseball cap is optional. See General Specs.
- G. OTHER SPECIAL CONDITIONS/REQUIREMENTS: The Bond for this campground is \$3,000. Refer to other information regarding bonds in General Specs under "BONDS."
- VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES: None.
- VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES: None.

VIII. ADDITIONAL INFORMATION: All bidders should contact Monica Noel, Park Ranger/Park Attendant Coordinator at 334/289-3540 to arrange for a tour of the park and explanation of the job duties and requirements. In order to become familiar with the size and scope of the area and required duties, prospective contractors are urged to inspect the area they are interested in operating and bidding on before they submit a bid.

SPECIFIC PARK SHEET FOR FOSCUE CREEK PARK ATTENDANT A & ATTENDANT B BLACK WARRIOR & TOMBIGBEE LAKES - DEMOPOLIS

I. NUMBER OF CONTRACT POSITIONS: This Specific Recreation Area Job Description Sheet is for two (2) separate Park Attendant contracts at Foscue Creek Park Campground and Recreation Area, Park Attendant "A" and "B."

*NOTE: These contracts do not involve option periods.

RFQ LINE ITEM REFERENCE

0003 PARK ATTENDANT CONTRACTORS SCHEDULE "A"

Foscue Creek Park Campground, Demopolis Lake Contract dates: 01 OCT 2003–01 MAR 2004

Total number of performance days: 77 (includes orientation/training days)

Average daily bid price: \$55.00

0004 PARK ATTENDANT CONTRACTORS SCHEDULE "B"

Foscue Creek Park Campground, Demopolis Lake Contract dates: 01 OCT 2003 – 04 MAR 2004

Total number of performance days: 77 (includes orientation/training days)

Average daily bid price: \$55.00

NOTE: A separate bid must be submitted for each contract you are interested in, by entering a bid on the corresponding line item number on this project's enclosed SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (STANDARD FORM 1449). Job duties, responsibilities and other terms and conditions listed in this specific park sheet are the same for each contract except for the work schedule, which is shown on the attached calendar(s).

II. PARK DESCRIPTION:

Foscue Creek Park has 33 <u>campsites</u> available for camping. Currently, Foscue Park is undergoing renovation. Renovation is scheduled to be completed 31 December 2003. When renovation is completed, Foscue campground will have approximately 55 campsites with full hook-ups. The campground contains a shower building with laundry facilities, restroom building, group picnic shelter and dump station. The adjoining day use area provides picnic sites, a boat ramp and courtesy dock, playground, three group picnic shelters, walking trail, and restroom facilities. The park is located between 3 and 4 miles from downtown Demopolis (population 8,000).

III. HOURS OF WORK:

- A. Shift begins: 6:00 A.M. B. Shift Ends: 10:00 P.M.
- C. After the orientation days, attendants will work a rotating four (4) days on, four (4) days off schedule which will include weekends and Federal Holidays.
- D. A minimum of one (1) Attendants will maintain a maximum of sixteen (16) hours actual on-duty time in the gatehouse from 6:00 A.M. until 10:00 P.M., depending upon visitation and use as deemed by the Resource Manager or his/her representatives. Also, see section below: "OPENING/CLOSING GATES AND FACILITIES."
- **IV. TRAINING AND ORIENTATION:** Orientation will be at the Demopolis Site Manager's Office in Demopolis for Attendants "A" and "B" on <u>01 OCT 02 OCT</u> starting at 9:00 A.M. and ending at 3:00 P.M., orientation days are part of your contract period.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Mobile District General Specifications for Park Attendant Contractors Services. It is important to read and understand both the General Specifications and the Specific Park Sheet prior to submitting your bids.)
- **A.** APPROVED USER FEE COLLECTION AND PROCESSING: Park attendants will be responsible for learning and operating the NRRS (National Recreation Reservation Service) computer program known as Park Office and credit card machines to register campers and visitors and collect user fees. A training session will be provided; however, **computer literacy is required**. NOTE: Park Office is a Windows-based program, which utilizes a mouse for computer operations. Park attendant contractors will be required to purchase cashier's checks or money orders any time cash exceeds \$500 or a maximum of once each day. However, cashier's checks or money orders must be purchased at least <u>ONCE</u> <u>WEEKLY</u> regardless of amount of cash. Detailed procedures will be provided at orientation. PARK ATTENDANT CONTRACTORS MAY BE REQUIRED TO GO TO BANK ON AN OFF-DAY. The park attendant contractors will be responsible for the fee transportation to and from the bank. Approximate round-trip mileage to bank from this park is eight (8) miles.
- **B. PARK INSPECTIONS**: Park attendant contractors will furnish sufficient transportation to, and will make an inspection of the entire area and facilities every four (4) hours. The last inspection tour will be between 9:00 P.M. and 10:00 P.M. During this inspection, the park attendant will advise visitors of the 10:00 P.M. gate closure. Additional guidance will be given during park attendant orientation.
- C. CLOSING/OPENING GATES AND FACILITIES: During their duty shift, attendants will open gate each morning at 6:00 A.M. and gate will be closed and locked at 10:00 P.M. WITHOUT EXCEPTION, contractors will immediately open gates for those claiming a need to leave for emergency reasons, and/or for those users who demand to be let out of the park, or as directed by Corps personnel. Park attendant contractors will also open gates to allow emergency vehicles access to the park and customers.
 - D. CLEANING AND MAINTENANCE: NOT REQUIRED.
 - **E. PET POLICY:** Pets will be allowed. Refer to conditions listed in General Specs under "Pets."
- **F. DRESS CODE OR UNIFORM POLICY**: Attendants are required to dress in an appropriate, neat, clean, yet casual fashion at all times when on duty. SHORTS AND SKIRTS MUST BE AT LEAST

KNEE-LENGTH. Identification name badges and baseball type caps with park attendant patches will be issued to attendants. Name badges will be worn at all times while on duty; however, wearing the baseball cap is optional. See General Specs.

G. OTHER SPECIAL CONDITIONS/REQUIREMENTS: The Bond for this campground is \$3,000. Refer to other information regarding bonds in General Specs under "BONDS."

VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES: None.

VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES: None.

VIII. ADDITIONAL INFORMATION: All bidders should contact Monica Noel, Park Ranger/Park Attendant Coordinator at 334/289-3540 to arrange for a tour of the park and explanation of the job duties and requirements. In order to become familiar with the size and scope of the area and required duties, prospective contractors are urged to inspect the area they are interested in operating and bidding on before they submit a bid.

SPECIFIC RECREATION AREA CONTRACT PERFORMANCE REQUIREMENTS SERVICE PARK

PARK ATTENDANT TEAM "A" & "B" BLACK WARRIOR & TOMBIGBEE LAKES - DEMOPOLIS

I. NUMBER OF CONTRACT POSITIONS: This Specific Recreation Area Contract Performance Requirements is for two (2) separate Park Attendant Contractor (PAC) Teams, consisting of two persons each team. PAC Team "A" and PAC Team "B" will be located at Service Park Campground, U.S. Army Corps of Engineers, Black Warrior & Tombigbee Lakes, Demopolis Site Office.

*NOTE: These contracts do not involve option periods.

RFQ LINE ITEM REFERENCE

0005 PARK ATTENDANT CONTRACTOR SCHEDULE "A"

Service Park Campground, Coffeeville Lake

Contract dates: 01 OCT 2003 – 04 MAR 2004

Total number of performance days: 77 (includes orientation)

Past Average Daily Bid Price: \$45.00

0006 PARK ATTENDANT CONTRACTOR SCHEDULE "B"

Service Park Campground, Coffeeville Lake

Contract dates: 18 FEB 2003 – 02 OCT 2003

Total number of performance days: 77 (includes orientation)

Past Average Daily Bid Price: \$45.00

NOTE: A separate bid must be submitted for each contract you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request for Quotation (SF 1449). Performance responsibilities and other terms and conditions listed in this specific park sheet are the same for each contract except for the performance schedule, which is shown on the attached calendar(s).

II. PARK DESCRIPTION:

Service has 32 campsites. The campground contains a shower building with laundry facilities, restroom building, and dump station. The adjoining day use area provides picnic sites, a boat ramp, and restroom facilities. The park is located three (3) miles west of Coffeeville on U.S. Hwy. 84, and 70 miles south of Demopolis Site Office. Due to the distance from the office, Park Attendant Contractors for this park should be comfortable performing independently and without close supervision. Since the park is subject to closure due to flooding, Park Attendant Contractor may be required to relocate to Coffeeville Lock & Dam, or to another campground (Foscue Creek or Forkland) until park can be reopened. A campsite will be provided without charge during any closure period. No payment will be made for days not performed during park closure.

III. HOURS OF PERFORM:

A. Shift begins: 6:00 A.M. B. Shift Ends: 10:00 P.M.

- C. After orientation, PAC's will perform a rotating four (4) days on, four (4) days off schedule which will include weekends and Federal Holidays.
- D. A minimum of one (1) PAC will maintain a maximum of sixteen (16) hours actual on-duty time in the gatehouse from 6:00 A.M. until 10:00 P.M., depending upon visitation and use as deemed by the Resource Manager or his/her representatives. Also, see section below: "OPENING/CLOSING GATES AND FACILITIES."
- **IV. ORIENTATION:** Orientation will be held at the Demopolis Site Office in Demopolis for Park Attendant Contractors "A" and "B" on 01-02 OCT 2003 from 9:00 A.M. to 3:00 P.M.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Mobile District General Specifications for Park Attendant Contractor Services. It is important to read and understand both the General Specifications and the Specific Park Sheet prior to submitting your bids.)
- A. APPROVED USER FEE COLLECTION AND PROCESSING: Park Attendant Contractors will be required to purchase cashier's checks or money orders any time cash exceeds \$500 or a maximum of once each day. However, cashier's checks or money orders must be purchased at least ONCE WEEKLY regardless of amount of cash. Detailed procedures will be provided at orientation. PARK ATTENDANT CONTRACTOR MAY BE REQUIRED TO GO TO BANK ON AN OFF-DAY. The Park Attendant Contractor will be responsible for the fee transportation to and from the bank. Approximate round-trip mileage to bank from this park is eight (8) miles.
- B. PARK INSPECTIONS: Park Attendant Contractors will furnish sufficient transportation to make an inspection of the entire area and facilities every four (4) hours. The last inspection tour will be between 9:00 P.M. and 10:00 P.M. During this inspection, the Park Attendant Contractor will advise visitors of the 10:00 P.M. gate closure. Additional guidance will be given during Park Attendant Contractor orientation.
- C. CLOSING/OPENING GATES AND FACILITIES: During their performance schedule, PAC's will open gate each morning at 6:00 A.M. and gate will be closed and locked at 10:00 P.M. WITHOUT EXCEPTION, Park Attendant Contractor will immediately open gates for those claiming a need to leave for emergency reasons, and/or for those users who demand to be let out of the park, or as directed by Corps personnel. Park Attendant Contractor will also open gates to allow emergency vehicles access to the park and customers.
 - D. PARK CLEANING AND MAINTENANCE: NOT REQUIRED.
 - E. PET POLICY: Pets will be allowed. Refer to conditions listed in General Specs under "Pets."
- F. DRESS CODE OR UNIFORM POLICY: PAC's are required to dress in an appropriate, neat, clean, yet casual fashion at all times during scheduled performance. SHORTS AND SKIRTS MUST BE AT LEAST KNEE-LENGTH. Identification name badges and baseball type caps with Park Attendant Contractor patches will be issued. Name badges will be worn at all times during scheduled performance; however, wearing the baseball cap is optional. See General Specs.
- G. OTHER SPECIAL CONDITIONS/REQUIREMENTS: The Bond for this campground is \$3,000. Refer to other information regarding bonds in General Specs under "BONDS."
- VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES: None.

VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES: None.

VIII. ADDITIONAL INFORMATION: All bidders should contact Monica Noel, Park Attendant Contractor Coordinator at 334/289-3540 to arrange for a tour of the park and explanation of the performance requirements. In order to become familiar with the size and scope of the area and performance requirements, prospective park attendant contractors are urged to inspect the area they are interested in operating and bidding on before they submit a bid.

SPECIFIC PARK CONTRACT PERFORMANCE REQUIREMENTS BURCHFIELD BRANCH PARK (FORMERLY LOCK 16) PARK ATTENDANT CONTRACTOR TEAM "A" & "B" BLACK WARRIOR & TOMBIGBEE LAKES (HOLT LAKE)

I. NUMBER OF CONTRACT POSITIONS: These Specific Recreation Area Contract Performance Requirements apply to two (2) separate Park Attendant Contractor Teams, consisting of two persons each team, at Burchfield Branch Park (formerly Lock 16) - Park Attendant Contractor Team "A" and Park Attendant Contractor Team "B."

*NOTE: These contracts do not involve option periods.

RFQ LINE ITEM REFERENCE

0007 - PARK ATTENDANT CONTRACTOR TEAM "A"

Burchfield Branch Park, Holt Lake

Contract dates: September 29, 2003 – February 25, 2004

Total number of performance days: 78 (two days included in total for orientation)

Orientation: September 29 & 30, 2003

Government Estimate: \$70.00

0008 - PARK ATTENDANT CONTRACTOR TEAM "B"

Burchfield Branch Park, Holt Lake

Contract dates: September 29, 2003 - February 29, 2004

Total number of performance days: 78 (two days included in total for orientation)

Orientation: September 29 & 30, 2003

Government Estimate: \$63.00

NOTE: Interested bidders must select a contract (PAC Team "A" or Team "B") and enter a bid by the corresponding line item number on the enclosed SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (STANDARD FORM 1449). Contractual responsibilities and terms are the same for each contract, except for the performance schedule/dates, which are shown on the attached calendar.

- **II. PARK DESCRIPTION:** Burchfield Branch Park has a total of thirty-six (36) Class A electric and water sites, twenty-six (26) of which were recently renovated. The campground has a bathhouse with coin operated washer and dryer. One swimming beach area, one large group shelter, three fishing piers and a day use picnic area. The park is located approximately 25 miles from Hueytown, AL and 41 miles from Tuscaloosa, AL.
- III. PERFORMANCE SCHEDULE & CONTRACTOR HOURS: On scheduled performance dates, both members of the performing Park Attendant Contractor team are required to monitor the park and maintain a simultaneous 24-hour presence within it.
 - A. Contractor gatehouse hours begin: 6:00 A.M.
 - B. Contractor gatehouse hours end: 10:00 P.M
- C. After orientation days, each park attendant contractor team will perform contractual responsibilities on a rotating four (4) consecutive days on, four (4) consecutive days off schedule, which will include weekends and Federal Holidays. **Park Attendant Contractor Team "A"** will rotate four

- days on and four days off beginning October 1, 2003 and ending February 25, 2004. **Park Attendant Contractor Team "B"** will rotate four days on and four days off beginning October 5, 2003 and ending February 29, 2004.
- D. On scheduled performance days, the gatehouse will be continuously staffed by at least one (1) member of the performing Park Attendant Contractor Team from 6:00 A.M. until 10:00 P.M. The other member of the scheduled performing team will remain within the park at all times to substitute/assist as needed.
- E. During the remaining hours (10:00 PM to 6:00 AM) of scheduled performance dates, both members of the performing contractor team will be continuously present within the park, with at least one member at or in the contractor living quarters at all times. Both members of the performing contractor team will provide customer support as needed and/or requested. Customer support includes, but is not limited to, immediately summoning medical or other emergency assistance and opening gates to allow those claiming an emergency to leave and/or allow emergency vehicles in/out of the park.
- IV. CONTRACTOR ORIENTATION: Orientation for both teams of Burchfield Branch Park Attendant Contractors will be held on September 29 & 30, 2003. Orientation will take place at Burchfield Branch Park Gatehouse contact Park Ranger Diane Roling (205) 553-9373 for details.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note: The following provisions and requirements are in addition to those stated in the Mobile District General Performance Specifications for Park Attendant Contractor Services. It is important to read and understand both the General Contract Specifications and the Specific Park Contract Performance Requirements prior to submitting your bids.)
- **A. APPROVED USER FEE COLLECTIONS & PROCESSING:** Park Attendant Contractors will be responsible for learning and operating the NRRS (National Recreation Reservation Service) computer program known as Park Office (a Windows-based program utilizing a mouse) to register campers and visitors and collect user fees. An orientation session will be provided; however, **computer literacy is required.** Park Attendant Contractors will maintain records of camping, day use, annual passes and golden age/access passports issued, and submit recreation use fees to the designated Corps recreation fee cashier anytime cash exceeds \$5,000.00, or once weekly regardless of amount of cash.
- **B. PARK INSPECTIONS:** Park Attendant Contractors (PAC's) will furnish sufficient transportation to, and will make inspection tours of the campground, picnic area, and swimming beach and boat ramp every three hours. Any vehicle used to patrol the park must be in accordance with conditions referred to in General Performance Specifications for PAC's under "Attendant Transportation"- NO EXCEPTIONS. During inspections, Park Attendant Contractors will check for litter on camp or picnic sites, vehicles parked on the grass, etc. If minor violations of this type are noted, performing PAC's should correct the problem, if possible, or report the problem to a Park Ranger. Also refer to "Visitor Assistance and Public Relations" in General Performance Specifications For Park Attendant Contractors. The last inspection will be between 9:30 p.m. and 10:00 p.m. Total mileage for one inspection tour is approximately 4.0 miles.
- C. CLOSING/OPENING GATES AND FACILITIES: One member of the performing Park Attendant Contractor team will open the main gate each morning at 6:00 A.M. and will close and lock the gate at 10:00 P.M. WITHOUT EXCEPTION, park attendant contractors will immediately open gates for those claiming a need to leave for emergency reasons, and/or for those users who demand to be let out of the park, or as directed by Corps personnel. Park Attendant Contractors will also promptly open gates to allow emergency vehicles access to the park and customers.
- **D. CLEANING AND MAINTENANCE:** Refer to conditions listed in General Performance Specifications For Park Attendant Contractors under "Cleaning and Maintenance".

- **E. PET POLICY:** Pets are allowed in accordance with the conditions listed in General Performance Specifications for Park Attendant Contractors under "Pets". No pets are allowed in the gatehouse.
- **F. CONTRACTOR APPEARANCE:** Refer to Park Attendant Contractor General Performance Specifications For Park Attendant Contractors about the dress code. No uniform will be necessary. Identification name badges and baseball-type caps with park attendant contractor embroidering will be issued to the attendants. Name badges will be worn at all times while on duty; however, wearing the baseball cap is optional.
- VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES: PAC's to provide telephone for use inside camper trailer or motor home. The telephone system in the campground will accommodate either a rotary or touch-tone system. All cleaning supplies for the gatehouse are contractually required to be furnished by Park Attendant Contractors at this location.

VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES: None.

- **VIII. BONDS:** A \$3,000 surety bond is necessary before contract work can begin. Bonds may be purchased at most bonding agencies. Refer to conditions listed in General Performance Specifications For Park Attendant Contractors under "Bonds".
- **XI. ADDITIONAL INFORMATION:** Contact Park Ranger Diane Roling (205) 553-9373 to arrange a tour of the park or to obtain additional information. Prior to submitting bids, interested parties are urged to inspect prospective contract locations to become familiar with onsite conditions and related contractual responsibilities.

BLACK WARRIOR & TOMBIGBEE LAKES

DEMOPOLIS LAKE BID SCHEDULE

Contractor Name:

RFQ LINE ITEM	DAYS	UNIT PRICE (Daily Rate)	TOTAL PRICE
0001 Park Attendant Schedule "A" Forkland Park Campground, Demopolis Contract dates: 01 OCT 03 – 01MAR 03	77		
0002 Park Attendant Schedule "B" Forkland Park Campground, Demopolis Contract dates: 01OCT 03 – 04 MAR 03	77		
0003 Park Attendant Schedule "A" Foscue Creek Park Campground, Demopolis Contract dates: 01 OCT 03 – 01MAR 03	77		
0004 Park Attendant Schedule "B" Foscue Creek Park Campground, Demopolis Contract dates: 01 OCT 03 – 04 MAR 03	77		
0005 Park Attendant Schedule "A" Service Park Campground, Coffeeville Lake Contract dates: 01 OCT 03 – 01 MAR 03	77		
0006 Park Attendant Schedule "B" Service Park Campground, Coffeeville Lake Contract dates: 01 OCT 03 – 04 MAR 03	77		

DEMOPOLIS BLACK WARRIOR & TOMBIGBEE LAKES HOLT LAKE

RFQ ITEM	DAYS	UNIT PRICE (Daily Rate)	TOTAL PRICE
0007 Park Attendant Schedule "A" Burchfield Branch Campground, Holt Lake Dates: 09/29/03 through 2/25/04	78		
0008 Park Attendant Schedule "B" Burchfield Branch Campground Holt Lake Dates: 09/29/03 through 2/29/04	78		

Specific Recreation Area Contract Performance Requirements EASTBANK CAMPGROUND ATTENDANTS A & B LAKE SEMINOLE

I. NUMBER OF CONTRACT POSITIONS: This Specific Recreation Area Contract Performance Sheet is for two (2) separate Park Attendant Contractor (PAC) contracts at Eastbank Campground - Park Attendant Contractor "A" and Park Attendant Contractor "B".

RFQ LINE ITEM REFERENCE

0001 PARK ATTENDANT CONTRACTOR SCHEDULE "A"-

Eastbank Campground, Lake Seminole Contract dates: 10/01/2003-02/25/2004 (to include three days of orientation) Total number of performance dates: 79

Government Estimate: \$55.00 Estimated Total: \$4,345.00

0002 PARK ATTENDANT CONTRACTOR SCHEDULE "B"

Eastbank Campground, Lake Seminole Contract dates: 10/05/2003-02/29/2004 (to include three days of orientation) Total number of performance dates: 79

Government Estimate: \$55.00 Estimated Total: \$4,345.00

NOTE: A separate bid must be submitted for each contract (Park Attendant Contractor "A" or Park Attendant Contractor "B") you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request For Quotation (SF1449). Contractual responsibilities and other terms and conditions listed in this specific recreation area contract performance sheet are the same for each contract except for the work schedule, which is shown on the attached calendar(s).

II. PARK DESCRIPTION: The Campground consists of approximately 65 acres of grassy and wooded areas. There are 75 sites in the campground, 69 sites have water and electrical hookups available. The Campground has two miles of paved roads and is located ³/₄ of a mile from the Resource management Office, 1-mile North of Chattahoochee, FL and 45 miles from Tallahassee, FL.

III. PERFORMANCE SCHEDULE & CONTRACTOR HOURS:

The contract encloses that, the Park Attendant Contractors are required to monitor the park and maintain a 24-hour presence within the park while performing contractual responsibilities during their 4 days on scheduled performance. Each Park Attendant Contractor team will perform contractual duties on a four (4) days on, four (4) days off work schedule, to include weekends and Federal Holidays (Thanksgiving, Christmas and New Years Day).

*Contractor Gatehouse Hours Begin: 7:00 A.M.

*Contractor Gatehouse Hours End: 10:00 P.M.

During the course of the contract period, one member of the Park Attendant Contractor Team is required to open the gates at 7:00 a.m. and close them at 10:00 p.m. local time (EST). At least one member of the Park Attendant Contractor team is required to be physically present within the gatehouse to perform contractual duties according to performance schedule (the other member of the PAC team will remain within the park at all times to substitute/assist as needed). The contractor will remain on call for (9) hours following the close of the gatehouse. A tentative performance schedule has been provided and is subject to change only by the Resource Manager or by an authorized representative.

- IV. CONTRACTOR ORIENTATION: A 3-day orientation period will be conducted on 25-27 September 2003. Each day will start at 8:30 a.m. and end at 4:00 p.m. This orientation will consist of the NRRS computer program system, Campground handbook orientation and project orientation. The days allocated for orientation are a part of the contract period. COMPUTER LITERACY IS REQUIRED by both PAC team members.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: The Contractor will abide by all of the provisions and requirements stated in the Mobile District General Specifications for Park Attendant Contractors and those stated in the Eastbank Campground Handbook.
- A. APPROVED USER FEE COLLECTION & PROCESSING: Park Attendant Contractors will be responsible for learning and operating the NRRS (National Recreation Reservation Service) computer program known as Park Office (a Windows based program utilizing a mouse) to register customers and the collection of user fees. An orientation session will be provided; however computer literacy is required by both PAC. Fees will be collected by the PAC team from the sale of camping permits, visitor passes, boat ramp usage, Golden Age and Golden Access passports, and Annual day-use passes through NRRS. All fees will be safeguarded. The commingling of personal fees with user fees is prohibited. The Park Attendant Contracts will be required to process collected fees according to project regulations and those issued by the Finance and Accounting Officer. A deposit should be made at least once a week and not to exceed \$1,000.00. Cash received must be converted into a cashier's check or money order and obtained from a bank designated by the Resource Manager or an authorized representative. The cashier's check or money order, along with all other checks and credit card receipts, will be delivered to the Resource Management Office for processing. (Round trip to bank from campground is approximately 2 miles.)
- **B. PARK INSPECTIONS:** The Park Attendant Contractors are required to make a minimum of 4 inspections each working day between the hours of 7:00–9:00 a.m., 1:00–3:00 p.m., 5:00–7:00 p.m., and 9:00–10:00 p.m. At least one inspection should include campground facilities, back exit gate check, and surrounding areas for potential safety hazards. All findings will be reported immediately to the Ranger Marlene Love-Jones and/or assisting rangers. All findings will be documented on the Park Attendant Contractor Daily Report. **One (1) Park Attendant Contractor is required to be present in the gatehouse during patrols and inspections.**
- C. CLOSING/OPENING GATES AND FACILITIES: During the contracting period, one member of the scheduled Park Attendant Contractor team is required to open the gate at 7:00 a.m. and closed at 10:00 p.m. All guests of campers shall be asked to leave the campground no later than 9:30 p.m. After 10:00 p.m. WITHOUT EXCEPTIONS, Park Attendant Contractors will immediately open gates for those claiming a need to leave due to emergencies, those who demand to exit the park, and/or as directed by Corps personnel. Park Attendant Contractors will also immediately open gates to allow emergency vehicles access to the park.

- **D. CLEANING AND MAINTENANCE:** Park Attendant Contractors will maintain the gatehouse in a clean, orderly and sanitary condition at all times. This shall include, but not be limited to daily, sweeping, dusting, washing windows, sweeping of paved area located within a twenty-five (25) feet radius of the entrance station, removing cigarette butts located outside of the gatehouse and properly disposing of trash. **Park Attendant Contractors will furnish all cleaning supplies.**
- E. PET POLICY: Park Attendant Contractors are permitted to have one small cat or dog. All animals are required to be physically restrained at all times. You will be required to cleanup after your pet. No pets are allowed in the gatehouse.
- **F. CONTRACTOR APPEARANCE: PAC's are required to wear a white short sleeve shirt and a single color trouser or skirt.** Tank tops, sleeveless shirts or undershirts and opened-toed shoes **will not be worn**. Shorts are permitted but must be single color and look neat in appearance.
- **G. OTHER SPECIAL CONDITIONS/REQUIREMENTS**: A \$5,000.00 Bond or cashier's check is required prior to beginning Contractor. All government buildings are designated as smoke-free facilities. Smoking is prohibited in the gatehouse, restrooms and project office. Information pamphlets, copies of Title 36 CFR, camping regulations and campground maps will be distributed to visitors as they enter the campground. Assign or assist campers in locating a campsite and answer visitor questions. Cooperation shall include: reporting all disturbances, vandalism, harassments, speeding, and similar incidents. Daily logs will indicate time(s) when park is entered and exited by contract workers and law enforcement officers. Please see general specifications for further information.
- VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES: The contractor is required to furnish the equipment/supplies listed in the Mobile District General Specifications for Park Attendant Contractor Services. The contractor is required to furnish an insured factory built RV and insured suitable transportation for use in inspecting campground area. (If motor scooter or motorcycles are used helmets must be worn at all times when operating these vehicles)
- VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT /SUPPLIES: The government will supply a site for the self-contained trailer or motor home. Water, electricity, and sewer hookups will be provided. A telephone will be provided at the gatehouse for business use only. The government will provide all other supplies necessary for the operation of the campground.
- VIII. ADDITIONAL INFORMATION: All bidders should contact Marlene Love-Jones at the Lake Seminole Resource Management Office at (229) 662-2001 or by Email: marlene.love-jones@sam.usace.army.mil to arrange for a tour of the Campground and any explanations of the contractual responsibilities and requirements. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid. Thus, in order to become familiar with the size and scope of the area and required duties.

RFQ Line Item List Lake Seminole EASTBANK

RFQ Line	Location	# of Days	Unit Price (Daily Bid)	Total Price
0001	BASE PERIOD "A" Eastbank Campground Dates: 10/01/2003- 02/25/2004	79		
0002	BASE PERIOD "B" Eastbank Campground Dates: 10/05/2003- 02/29/2004	79		

EASTBANK Lake Seminole TEAM " A" SCHEDULE **Orientation Dates Bold/Underlined**

Performance Dates Shaded

Se	epte	mbe	er 20	03 ((3 Tr	ng)	Oc	tob	er 2	003	(16	Day	ys)	No	vem	ber	200	3 (1	16 D	ays)
Su	Mo 1	Tu	We	Th 4	Fr 5	Sa 6	Su	Мо	Tu	We	Th	Fr 3	Sa 4	Su	Мо	Tu	We	Th	Fr	Sa 1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	2.0	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24		26	27	19	20	21	2.2	2.3	2.4	25	16	17	18	19	20	21	2.2
28	29	30	(3 :			AYS)	26	27	28	29	30	31		2.3	2.4	25	26	27	28	29
			`			,								30						
De	cem	ber	200	3 ('	16 D	ays)	Ja	nua	ry 2	004	(15	Day	ys)	Fe	bru	ary	2004	4 (13	3 Da	ys)
Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
_	1	2	3	4	5	6		_			1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30	31	(76 I	Days	3)
		Ма	rch	200	4				Ар	ril 2	004					Ма	ay 2	004		
Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
			1	2	3	4		1	2	3	4	5	6				1	2	3	4
5	6	7	8	9	10	11	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30	31		28	29	30					26	27	28	29	30	31	

Orientation Dates Bold/Underlined Performance Dates Shaded TEAM "B" SCHEDULE

September 2003 (3 Trng) October 2003 (15 Days) November 2003 (14 Days)											(15	Day	ys)	No	ber	3 (1	4 D	ays		
	1 8 15 22	2 9 16 23	3 10 17	Th 4 11 18 25	5 12 19	Sa 6 13 20 27	Su 5 12 19 26	Mo 6 13 20 27	Tu 7 14 21 28	1 8 15 22	Th 2 9 16 23 30	3 10 17 24	Sa 4 11 18 25	2 9 16 23 30	Mo 3 10 17 24	4 11 18	We 5 12 19 26	Th 13 20 27	Fr 7 14 21 28	Sa 1 8 15 22 29
December 2003 (15 Days)																				
21	1 8 15 22	Tu 2 9 16 23 30		Th 4 11 18 25	Fr 5 12 19 26	Sa 6 13 20 27	Su 4 11 18 25	5 12 19	Tu 6 13 20 27	We 7 14 21 28	Th 8 15 22 29	2 9 16 23	Sa 10 17 24 31	Su 1 8 15 22 29	Mo 2 9 16 23 30	Tu 3 10 17 24 31	We 4 11 18 25 (**	5 12 19	Fr 6 13 20 27 Days	
		Mar	ch 2	2004	ļ				Ар	ril 2	004					Ма	ay 2	004		
19	6 13 20	7 14 21	We 1 8 15 22 29	Th 2 9 16 23 30	Fr 3 10 17 24 31	Sa 4 11 18 25	Su 2 9 16 23 30	Mo 3 10 17 24	Tu 4 11 18 25	We 5 12 19 26	6 13 20	Fr 7 14 21 28	1 8 15 22	7 14 21	Mo 1 8 15 22 29	Tu 2 9 16 23 30	We 3 10 17 24 31	Th 4 11 18 25	Fr 5 12 19 26	Sa 6 13 20 27

WHITE OAK CREEK CAMPGROUND JOB DESCRIPTION SHEET FOR WHITE OAK CREEK PARK ATTENDANT A & B WINTER FY 2004 WALTER F. GEORGE LAKE

I. NUMBER OF CONTRACT POSITION (S): This Specific Recreation Area Job Description Sheet is for two (2) separate Park Attendant Contracts at White Oak Creek Campground at the U.S. Army Corps of Engineers, Walter F. George Lake Project. Park Attendant schedule "A"& "B" works exclusively in the campground. Park Attendants will work a 4 days on and 4 days off schedule, schedule to be provided by Resource Site Manager's Office upon arrival.

RFQ LINE ITEM REFERENCE

0001 PARK ATTENDANT SCHEDULE "A"

White Oak Creek Campground

Contract date: 29 SEP 2003-26 FEB 2004

Total number of working days: 79 (including 4 days orientation)

GOVERNMENT ESTIMATE PRICE: \$70.00

0002 PARK ATTENDANT SCHEDULE "B"

White Oak Creek Campground

Contract date: 29 SEP 2003 - 23 FEB 2004

Total number of working days: 73 (including 4 days orientation)

GOVERNMENT ESTIMATE PRICE: \$70.00

NOTE: A separate bid must be submitted for each contract (Attendant "A" or Attendant "B") you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request For Quotation (SF18). Job duties and responsibilities and other terms and conditions listed in this specific recreation area job description sheet are the same for each contract. (Bond required is \$5,000.00.)

- **II. PARK DESCRIPTION:** White Oak Creek Campground is located on Walter F. George Lake, a U.S. Army Corps of Engineers Project. White Oak Creek Campground consists of 130 campsites, class "A" sites w/electric/water hookups. The campground is located approximately ten (10) miles south of Eufaula, Alabama off Highway 431 on Highway 95. Round trip mileage through the park is approximately 4 miles.
- **III. HOURS OF WORK:** Park Attendant Schedule "A" and Schedule "B" listed separately. **WORK SCHEDULES WILL BE ISSUED UPON ARRIVAL.**

JOB DESCRIPTION SHEET FOR COTTON HILL PARK ATTENDANT A & B WINTER WALTER F. GEORGE LAKE

I. NUMBER OF CONTRACT POSITION (S): This Specific Recreation Area Job Description Sheet is for two (2) separate Park Attendant Contracts at Cotton Hill Campground at the U.S. Army Corps of Engineers, Walter F. George Lake Project. Park Attendant schedule "A"& "B" works exclusively in the campground. Park Attendants will work a 4 days on and 4 days off schedule, schedule to be provided by Resource Site Manager's Office upon arrival.

RFQ LINE ITEM REFERENCE

0003 PARK ATTENDANT SCHEDULE "A"

Cotton Hill Campground

Contract date: 29 SEP 2003 – 26 FEB 2004

Total number of working days: 79 (including 4 days orientation)

GOVERNMENT ESTIMATE PRICE:

0004 PARK ATTENDANT SCHEDULE "B"

Cotton Hill Campground

Contract date: 29 SEP 2003 - 23 FEB 2004

Total number of working days: 73 (including 4 days orientation)

GOVERNMENT ESTIMATE PRICE: \$55.00

NOTE: A separate bid must be submitted for each contract (Attendant "A" or Attendant "B") you are interested in, by entering a bid on the corresponding line item number on this project's enclosed Request For Quotation (SF18). Job duties and responsibilities and other terms and conditions listed in this specific recreation area job description sheet are the same for each contract. (Bond required is

\$5,000.00.)

- **II. PARK DESCRIPTION:** Cotton Hill Campground is located on Walter F. George Lake, a U.S. Army Corps of Engineers Project. Cotton Hill Campground consists of 94 campsites with electric and water hookups, and 10 primitive tent only campsites. The campground is located approximately seven (7) miles north of Ft. Gaines, Georgia off Highway 39. Round trip mileage through the park is approximately 3.5 miles.
- III. HOURS OF WORK: Park Attendant Schedule "A" and Schedule "B" listed separately. WORK SCHEDULES WILL BE ISSUED UPON ARRIVAL.

Schedule "A" & "B" ATTENDANT SCHEDULE

Maintain 24-hour surveillance at the campground for a **(4) DAY ON, (4) DAY OFF SCHEDULE.** Including all holidays falling on these days throughout the contract period, Thanksgiving Day, Christmas Day, and New Year's Day. Maintain fifteen (15) hours actual on duty time in the gatehouse from 7:00 AM to 10:00 PM Eastern time on scheduled workdays. Maintain nine (9) hours availability in the campground when not on scheduled hours on scheduled workdays in case of emergency. A schedule of

working days will be provided by the Project Site Manager's Office prior to start of work and is subject to change with a one week written notice.

- **IV. TRAINING AND ORIENTATION:** Park Attendant schedule "A" & "B" will be required to attend an eight (8) hour orientation session scheduled during the first four days of park attendants' shift. Orientation will take place at the Resource Site Manager's Office. This orientation will be considered a workdays.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS: (Note the following provisions and requirements are in addition to those stated in the Mobile District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the area Specific Provisions and Requirements prior to submitting your bids.)
- A. APPROVED USER FEE COLLECTION & PROCESSING: Park Attendant schedule "A" & "B" will utilize a computerized registration and reservation program such as the National Recreation Reservation System, credit card scanners, fax machines, computers, and printers. Contractors will be required to collect camper fees, visitor fees, register campers, sell Annual Day Use Passes, Golden Age Passports, and process Bill for Collections. Manual collection vouchers will be used as a back-up system. Fees will be safe guarded in campground safe between collections. Park attendant will convert fees collected to cashiers' check and turn over to a Ranger to be taken to the Resource Site Manager's Office to be processed and mailed to NCMO, or government lock box for processing as instructed. COMPUTER LITERACY IS REQUIRED.
- **B. PARK INSPECTIONS:** Park Attendant Schedule "A" & "B" will be required to furnish sufficient transportation to make inspections of the entire campground. A minimum of 5 patrols through the park must be made daily. Once in the morning, three during the day approximately 3 or 4 hours apart and one after locking the gate. One attendant must remain at the gatehouse while the other patrols the campground. Attendant may have to conduct a survey in the park. Total mileage for one inspection tour is approximately four (3.5) miles. Park attendant will be required to inspect the entire campground and inside and outside of restroom facilities during operating hours. Keep a written record of daily activities, complaints, criticisms, accidents, and incidents while involved in inspections. All accidents must be reported to a Corps of Engineers Ranger.
- **C. CLOSING/OPENING GATES AND FACILITIES:** Required to unlock and open gate to campground each morning at 7:00 AM Eastern time and close and lock campground gate each night at 10:00 PM Eastern time on scheduled performance days. Additionally, contractor will be **required** to open the entrance gate for those leaving after 10:00 PM for reasons as discussed at orientation and emergencies.
 - E. CLEANING AND MAINTENANCE: See General Specifications.
- **D. PET POLICY:** Pets at the Park Attendant residence are allowed. Pets must be kept in accordance with the General Contract provisions concerning leash requirements, boarding requirements, and all other requirements as stated in Section one (1), par. E. Pets. Pets will be controlled at all times and will not disturb the other Park Attendant. Pets **will not** be allowed in the gatehouse.
- **F. DRESS CODE OR UNIFORM POLICY:** The contractor shall at all times be clean, neatly dressed and present a courteous/helpful attitude toward the public and shall refrain from any conduct that reflects unfavorably on the government. A Park Attendant vest will be furnished to each attendant. Vests **MUST** be worn while performing contractual responsibilities.

G. OTHER SPECIAL CONDITIONS/REQUIREMENTS: The Park Attendant must have a \$5,000.00 bond or alternative as outlined in the General Specifications, Sect. VIII. B.

All government buildings are designated as smoke-free facilities. Smoking is prohibited in the gatehouse, rest rooms, and project office.

Information pamphlets, copies of Title 36 CFR, camping regulations and campground maps will be distributed to visitors as they enter the campground. Assign or assist campers in locating a campsite and answer visitor questions.

Cooperate with Corps of Engineers employees who are on duty and those who have contracts with the government for construction of new facilities, clean-up services, grass mowing, etc. Cooperation shall include: reporting all disturbances, vandalism, harassment, speeding, and similar incidents. Daily logs will indicate time (s) when park is entered and exited by contract workers and law enforcement officers.

VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES: The Government will furnish a site for a self-contained trailer/motor home with electricity, water, sewer hookup, and telephone jack.

Gate house, log books, computer, permit books, passes, an assortment of brochures, and office supplies. A portable radio will be furnished for communication with Corps personnel and the base station.

The Government will furnish all paper products, including trash bags. Gatehouse has a vacuum cleaner for contractor use.

VII. ADDITIONAL INFORMATION: Point of contact for this contract is Joyce S. Sellers at the Walter F. George Lake Project Site Manager's Office, Fort Gaines, Georgia 39851, 229/768-2516. Please contact Ranger Sellers if you have further questions. Prospective contractors are urged to inspect the areas; they are interested in bidding on before they submit a bid, in order to become familiar with the size and scope of the area and required duties.

WALTER F. GEORGE LAKE

RFQ LINE ITEM	DAYS	UNIT PRICE (Daily Rates)	TOTAL PRICE
0001 Park Attendant Schedule "A" White Oak Creek Campground Dates: 29 Sep 2003 – 26 Feb 200	79)4		
0002 Park Attendant Schedule "B" White Oak Creek Campground Dates: 29 Sep 2003 – 23 Feb 200	73)4		
0003 Park Attendant Schedule "A" Cotton Hill Campground Dates: 29 Sep 2003 – 26 Feb 200	79 04		
0004 Park Attendant Schedule "B" Cotton Hill Campground Dates: 29 Sep 2003 – 23 Feb 200	73		

WHITE OAK CREEK CAMPGROUND

Walter F. George Lake Orientation Dates Bold/Underlined Performance Dates Shaded SCHEDULE "A"

September 2003

Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27

28 **29 30**

October 2003

Su	Мо	Tu	We	Th	Fr	Sa
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19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2003

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December 2003

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January 2004

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18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2004

Su	Мо	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
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WHITE OAK CREEK CAMPGROUND

Walter F. George Lake Orientation Dates Bold/Underlined Performance Dates Shaded SCHEDULE "B"

September 2003

Su	Мо	Tu	We	Th	Fr	Sa
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21	22	23	24	25	26	27
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October 2003

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November 2003

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December 2003

Su	Мо	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2004

Su	Мо	Tu	We	Th	Fr	Sa
					2	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	49	29	30	31

February 2004

Su	Мо	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
	16					
22	23	24	25	26	27	28
29						

R. SHAEFER HEARD CAMPGROUND ATTENDANTS A & B WEST POINT PROJECT SPECIFIC RECREATION AREA JOB DESCRIPTION

I. NUMBER OF CONTRACT POSITION(S): This Specific Park Sheet is for two separate Park Attendant contracts at R. Shaefer Heard Campground - Park Attendant "A" and Park Attendant "B".

RFQ LINE ITEM REFERENCE

0001 PARK ATTENDANT SCHEDULE "A"

R. Shaefer Heard Campground

Contract dates: 23 Sep 03 - 25 Feb 04 Total number of working days: 80 * Last year's daily bid price: \$46.00

0002 PARK ATTENDANT SCHEDULE "B"

R. Shaefer Heard Campground

Contract dates: 23 Sep 03 – 26 Feb 04 Total number of working days: 77 * Last year's daily bid price: \$50.00

* - See Section IX for actual working dates.

NOTE: A separate bid must be submitted for each contract (Attendant "A" or Attendant "B") you are interested in, by entering a bid on the corresponding line item number on this project's enclosed SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (STANDARD FORM 1449). Contractor duties and responsibilities and other terms and conditions listed in this specific park sheet are the same for each contract except for the work schedule, which is shown in Section IX.

- **II. PARK DESCRIPTION:** R. Shaefer Heard Campground is located approximately four miles north of West Point, Georgia, off U.S. Highway 29, on the southeast side of West Point Project. The park has 117 campsites (all with utility hookups) for the public. It also has an amphitheater, a boat ramp, two shower houses with laundry facilities, a dump station, a playground, and six restroom buildings. A softball field and a tennis court are located just outside the park entrance. Total distance for one complete inspection of the park is approximately 5 miles.
- III. HOURS OF WORK: Both park attendants "A" and "B" will work a four (4) day shift, four days on duty and four days off duty, and will work all of the federal holidays that fall within their normal four-day shift. Twenty-four hour shifts begin at 7 a.m. each morning and end at 7 a.m. the following morning. During the actual workdays of the contract period, Wednesday, October 1, 2003 Thursday, February 26, 2004, attendants will operate the gatehouse control station for a minimum of nine (9) hours each day during the hours 7:00 a.m. until 11:00 a.m., and from 5:00 p.m. until 10:00 p.m. Park attendants must be available fifteen (15) hours in the park when off duty each day and night. Please note: Normally during the late fall and early winter months, from late November until early February, 79 of the 117 campsites in the campground are closed because of a decrease in demand. During periods of pleasant fall weather, however, usually in October and early November, the campground may fill to capacity on weekends. To satisfy this increased demand, park attendants may be required to operate the control station/gatehouse for

the entire period, from 7:00 a.m. until 10:00 p.m.

- **IV. ORIENTATION**: Park attendants are required to attend all sessions of a four-day training session beginning at 8:00 a.m., Tuesday, September 23, 2003, at the Project Management Office. These meetings will conclude by 3:00 p.m. each day. Park attendants will be paid their normal daily rate for attendance.
- V. AREA-SPECIFIC PROVISIONS AND REQUIREMENTS (Note: The following provisions and requirements are in addition to those stated in the Mobile District General Specifications for Park Attendant Services. It is important to read and understand both the General Specifications and the Area Specific Provisions and Requirements prior to submitting your bids.)
- A. APPROVED USER FEE COLLECTION & PROCESSING: Park attendants will be required to collect camping and visitor fees in the campground. At least once a week, the fees collected will be taken to the BankAmerica in West Point or LaGrange, Georgia, where the attendant may, at the Government's discretion, be required to purchase a money order or cashier's check in the amount of the collected fees. If a money order or cashier's check is purchased, the attendant is responsible for payment of the fee for the money order or check. The approximate round trip mileage from the campground to a location to purchase the money order or check in West Point is 12 miles. The round trip distance to the one of the same types of locations in LaGrange is approximately 25 miles. No less than once each week, attendants will deliver all necessary paperwork, including but not limited to: Operator Shift Summary Report, the Operator Shift Detail Report, the Bill For Collections report, and user fee permits to the Project Management Office. Approximate round trip mileage from the campground to the Project Management Office is 3 miles.
- **B. PARK INSPECTIONS:** Attendants will conduct inspections of the park at least once every four hours when on duty to identify any work needed to keep the area in a safe and presentable condition; e.g., grass cutting, repairs to facilities, etc. At least one of the inspections should be performed after dark to check for burned out lights, etc. Furnish this information to the Project Management Office each morning by telephone (as necessary) to a designated person.
- C. CLOSING /OPENING GATES AND FACILITIES: The park attendant on duty will: open gates into the campground each morning at 7:00 a.m., close and lock the same gates at 10:00 p.m. each night while on duty, contact law enforcement personnel or project management personnel for situations beyond attendant's control from 10:00 p.m. until 7:00 a.m., and raise the United States of America and the U.S. Army Corps of Engineers flags each morning, and lower, remove, and fold at sunset. If the flags should become wet, the attendant will hang them in a dry area before folding. The attendant will notify project management personnel if flag or flags become faded or torn so as to receive replacement.
- **D. CLEANING AND MAINTENANCE:** See Section II. C., <u>CLEANING AND MAINTENANCE</u>, of the General Specifications for more information.
- **E. PET POLICY:** Park attendants are permitted to have pets, under the conditions set forth in Section I. E. <u>PETS</u>, of the General Specifications. Pets <u>are</u> permitted outside of the park attendant living quarters, but must be kept on a leash of less than 6 feet in length.
- **F. DRESS CODE OR UNIFORM POLICY:** A tan/beige/white shirt (long or short sleeve) and green/khaki pants are preferred. <u>All</u> proposed uniform clothing, including headwear, is subject to Corps approval. Nametags should be engraved brass or plastic with a gold or brass finish, approximately 2 ½" x 5/8". Corps personnel must approve alternatives. The tags can be purchased at local engraving shops in the area. Also refer to Section III. D., UNIFORMS, etc., of the General Specifications for further

information.

G. OTHER SPECIAL CONDITIONS/REQUIREMENTS: See Section VII. B. of the General Specifications for further information.

VI. ADDITIONAL CONTRACTOR-FURNISHED EQUIPMENT/SUPPLIES:

- **A.** Gardening tools for the small planter area at the gatehouse are generally not necessary, but, if needed, must be furnished by the contractor.
- **B.** All maintenance supplies and equipment needed to maintain gate station and trailer site in a neat, clean, and sanitary condition are to be supplied by the contractor. These may include, but are not necessarily limited to, a broom, dust pan, mop, bucket, all-purpose cleaner, window cleaner, cleaning rags, insect repellent/killer, and possibly a vacuum cleaner if gatehouse floor is carpeted.
- **C.** Adding machine or other calculating equipment or materials as needed to provide accurate counting of funds.
- **D.** A telephone for use inside camper trailer or motor home. The telephone system inside campground may accommodate touch-tone dialing; however, the telephone should be capable of rotary dialing.
- **E.** Contractor will provide personal funds to make change. The amount of the change fund should be maintained at \$100.
 - **G.** Uniforms and nametags, as specified in paragraph V. F.
 - **H.** Funds to pay for cashier's checks when transmitting collected user fees, if necessary.

VII. ADDITIONAL GOVERNMENT-FURNISHED EQUIPMENT/SUPPLIES:

- **A.** Local telephone service for park attendant use will be provided through the campground's business line. Long distance telephone calls must be authorized by project management personnel and recorded as directed, except in official emergency situations.
 - **B.** West Point Park Attendant Manual for reference.
 - **C.** Garden hose to maintain gatehouse and immediate area around building.
 - **D.** United States and Corps of Engineer flags to display at the gatehouse.
 - **E.** Park Office Operator's Manual for operating Park Office software.
 - **F.** Campsite with water, electrical and sewage hookups for park attendant's trailer/motor home.

NOTE: Attendant may not be permitted to occupy the site when or if the campground is closed for the season or in winter operation.

VIII. ADDITIONAL INFORMATION: All bidders should contact Park Ranger David Barr at the West Point Project Management Office, at 706/645-2937 to arrange for a tour of the park(s) and an explanation of the Scope of

Work. Prospective contractors are urged to inspect the areas they are interested in operating and bidding on before they submit a bid in order to become familiar with the size and scope of the area and required duties.

IX. ACTUAL PARK ATTENDANT WORKING DATES:

Contract Year: 23 Sep 03 - 26 Feb 04

Park Attendant "A" Park Attendant "B" September - 23, 24, 25, 26 * October – 1, 2, 3, 4, 9, 10, 11, 12, 17, 18, 19, 20, 25, 26, 27, 28 November – 2, 3, 4, 5, 10, 11, 12, 13, 18, 19, 20, 21, 26, 27, 28, 29 December – 4, 5, 6, 7, 12, 13, 14, 15, 20, 21, 22, 23, 28, 29, 30, 31 January – 5, 6, 7, 8, 13, 14, 15, 16, 21, 22, 23, 24, 29, 30, 31 February – 1, 6, 7, 8, 9, 14, 15, 16, 17 22, 23, 24, 25

September -23, 24, 25, 26*October – 5, 6, 7, 8, 13, 14, 15, 16, 21, 22, 23, 24, 29, 30, 31 November – 1, 6, 7, 8, 9, 14, 15, 16, 17, 22, 23, 24, 25, 30 December - 1, 2, 3, 8, 9, 10, 11, 16,

17, 18, 19, 24, 25, 26, 27 January – 1, 2, 3, 4, 9, 10, 11, 12, 17, 18, 19, 20, 25, 26, 27, 28,

February – 2, 3, 4, 5, 10, 11, 12, 13 18, 19, 20, 21, 26

^{*} September 23 – 26, 2003 is the Park Office training and park attendant orientation period.

WEST POINT

BID SCHEDULE

CONTRACTOR NAME:

RFQ LINE ITEM	DAYS	UNIT PRICE (Daily Rate)	TOTAL PRICE
0001 Park Attendant Schedule "A" R. Shaefer Heard Campground Contract dates: 23 Sep 03 – 25 Feb 04	80		
0002 Park Attendant Schedule "B" R. Shaefer Heard Campground Contract dates: 23 Sep 03 – 26 Feb 04	77		

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 **DEFINITIONS.** (DEC 2001)

- (a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.
- (b) Commercial component means any component that is a commercial item.
- (c) Commercial item means--
- (1) Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and that--
- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor:
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if-
- (i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
- (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these

services--

- (i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
- (ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.
- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be

considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).
- (2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be

obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
- (A) By telephone at (215) 697-2667/2179; or
- (B) Through the DoDSSP Internet site at http://assist.daps.mil.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more servicedisabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is

subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN. (3) Taxpayer Identification Number (TIN). TIN:-----TIN has been applied for. TIN is not required because: Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paving agent in the United States: Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of the Federal Government. (4) Type of organization. Sole proprietorship; Partnership: Corporate entity (not tax-exempt); Corporate entity (tax-exempt); Government entity (Federal, State, or local); Foreign government; International organization per 26 CFR 1.6049-4; Other-----(5) Common parent. Offeror is not owned or controlled by a common parent; Name and TIN of common parent: Name-----TIN-----(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Number of Employees Gross Revenues

50 or fewer \$1 million or less
51 - 100 \$1,000,001 - \$2 million
101 - 250 \$2,000,001 - \$3.5 million
251 - 500 \$3,500,001 - \$5 million
501 - 750 \$5,000,001 - \$10 million
751 - 1,000 \$10,000,001 - \$17 million
Over 1,000 Over \$17 million
(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
(i) General. The offeror represents that either
(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that
(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the

representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or

names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(d) Representations required to implement provisions of Executive Order 11246
(1) Previous Contracts and Compliance. The offeror represents that
(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
(ii) It () has, () has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or
(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American ActSupplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled `Buy American ActBalance of Payments ProgramSupplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
(2) Foreign End Products:
Line Item No.:Country of Origin:
(List as necessary)
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(g)(1) Buy American ActNorth American Free Trade AgreementIsraeli Trade Act Certificate. (Applies

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American

only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli

Trade Act, is included in this solicitation.)

Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products
Line Item No.:Country of Origin:
(List as necessary)
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled `Buy American ActNorth American Free Trade AgreementIsraeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
Other Foreign End Products
Line Item No.:Country of Origin:
(List as necessary)
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) (2) Buy American ActNorth American Free Trade AgreementsIsraeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American ActNorth American Free Trade AgreementIsraeli Trade Act":
Canadian End Products:
Line Item No.
(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:
Line Item No.
Country of Origin
(List as necessary)
(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.Smade, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.Smade, designated country, Caribbean Basin country, or NAFTA country end products.
Other End Products
Line Item No.:Country of Origin:
(List as necessary)
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.Smade, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals
(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil

Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

statements, tax evasion, or receiving stolen property; and

entity with, commission of any of these offenses.
(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
(1) Listed end products.
Listed End Product
Listed Countries of Origin

- (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)
- () (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- () (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
- (ii) Invoice date and number:
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (I) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

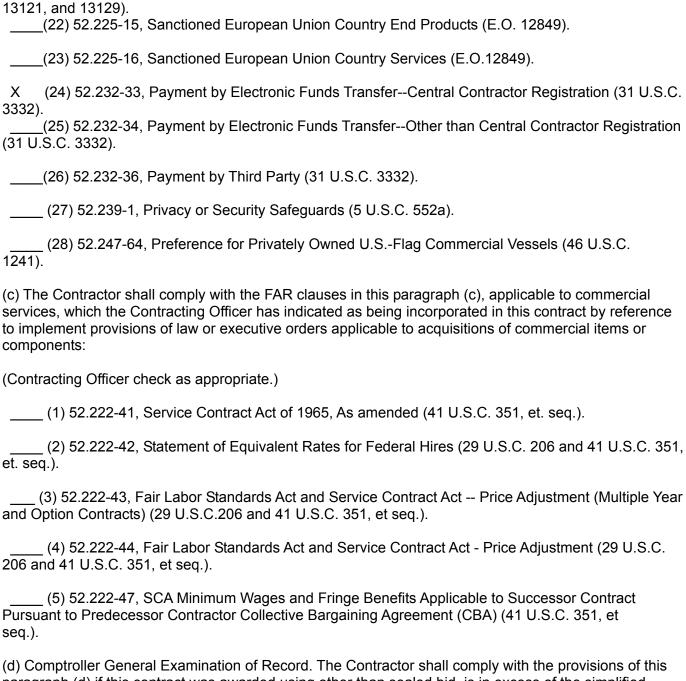
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
 ___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
 __ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ____(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.
(iii) Alternate II to 52.219-5.
(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.
(ii) Alternate I of 52.219-23.
(9) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(10) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
X (12) 52.222-26, Equal Opportunity (E.O. 11246).
X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
X(16) 52.222-19, Child LaborCooperation with Authorities and Remedies (E.O. 13126).
(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
(18) 52.225-1, Buy American ActSupplies (41 U.S.C. 10a-10d).
(19)(i) 52.225-3, Buy American ActNorth American Free Trade AgreementIsraeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
(ii) Alternate I of 52.225-3.
(iii) Alternate II of 52.225-3.
(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
(21) 52 225-13 Restriction on Certain Foreign Purchases (F.O. 12722, 12724, 13059, 13067



- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally

resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **60 DAYS**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 DAYS** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **24 MONTHS**.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2003. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2003, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;

- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an

annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

- (1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.
- (2) "Toxic or hazardous materials" means:
- (i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);
- (ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or
- (iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.
- (b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoDowned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

952.000-4006 CONTRACT ADMINISTRATION DATA

After award, contract will be administered by Supplies and Services Branch (CT-S), U.S. Army Corps of Engineers - Mobile District, P.O. Box, 2288, Mobile, Alabama 36628-0001, Telephone 251-441-5522

952.000-4007 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at http://www.hq.usace.army.mil. (At the HQ homepage, select Organization, Safety and Occupational Health, Safety and Occupational Health Home page, and Safety Publications.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

952.000-4018 SUBLETTING

Subletting of this contract will not be allowed except under emergency conditions or other reasons approved by the Contracting Officer or his designated representative. Subletting this contract in order to assume another contract is strictly prohibited and such action will be considered grounds for immediate termination of contract.

TERMINATION

Failure of the contractor to provide items in full and complete services listed in the scope of work and gate attendant handbook may be grounds for termination. Inappropriate conduct or unacceptable actions of the park attendants will, with due consideration, be grounds for immediate cancellation of the contract. Examples for immediate dismissal include but are not limited to, the following:

- (1) Consumption of alcoholic beverages or intoxication while on duty,
- (2) Cursing or harassment of visitors or Corps of Engineers personnel,
- (3) Theft of money or supplies,
- (4) Unwarranted physical contact with visitors or Corps of Engineers personnel, and
- (5) Recurring written and/or verbal complaints from visitors and/or Corps of Engineers personnel for nonperformance or lack of consideration.

952.000-4021 DESIGNATION OF AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

Effective on the date of award, the **Site Operations Manager** is delegated authority to act as the Authorized Representative of the Contracting Officer, without power of redelegation, for the purpose of discharging the following duties of the Contracting Officer:

- a. Determine acceptability of work performed.
- b. Inspect all equipment furnished by the Contractor for use on the work and determine that it is suitable for use as required by the contract.
- c. Perform the functions of the Assistant Property Administrator for the purpose of control and accountability of Government Furnished Property, (GFP), if GFP is included in this contract.

This delegation will remain in effect until completion of the contract unless sooner rescinded in writing by the Contracting Officer.

952.000-4035 JOINT VENTURE BID REQUIREMENTS

When bidding as a joint venture, all members of the joint venture must sign all contract documents and must complete the Representations and Certifications unless a written agreement by the joint venture is furnished with the bid designating one firm with the authority to bind the other member(s) of the joint

venture. In addition, a copy of the joint venture agreement must be submitted with the bid. Failure to comply with the foregoing requirements may render the bid as non-responsive.

952.000-4052 REQUIREMENT FOR BONDING

Upon award of a contract, the contractor shall be required to furnish a "Business Services", "Fidelity" or "Dishonesty" bond in the amounts of \$1,000.00, \$3,000.00, or \$5,000.00 according to the actual park site. The bond amount required for each park is listed in the "Specific Recreation Area Description Sheets". Instead of furnishing one of the foregoing specified bonds, the contractor has the following options:

- a. Depositing certain United States bonds or notes in an amount equal to their par in the total amount of the bond; or
- b. Furnishing a certified or cashier's check, bank draft, postal money order, or currency, in the amount equal to the penal sum of the bond. Certified or cashier's checks shall be made payable to the Finance and Accounting Officer, U.S. Army Engineer District, Mobile (USAED, Mobile).

952.000-4199 BOARD OF CONTRACT APPEALS

The agency board of contract appeals having jurisdiction over all appeals from final decisions of the Contracting Officer under the Contract Disputes Act of 1978 is the Armed Services Board of Contract Appeals, Skyline Six, 5109 Leesburg Pike, 7TH Floor, Falls Church, Virginia 22041.

952.000-4641 PROHIBITION AGAINST CONTRACTING WITH INDIVIDUALS OR ENTITIES DESIGNATED AS SIGNIFICANT NARCOTICS TRAFFICKERS

Pursuant to Executive Order 12978 entitled "Blocking Assets and Prohibiting Transactions with Significant Narcotic Traffickers" dated October 21, 1995, the offeror certifies that it has not and will not be involved in business transactions with individuals or business entities designated as significant narcotics traffickers under this Executive Order. For a current listing of specially designated nationals and blocked persons, contact the Office of Foreign Assets Control, Department of the Treasury, Washington, DC 22201; telephone 202/622-2420.

(End of clause)